Marilynn English *Pro Se* 97 Pease Avenue Verona, New Jersey 07044

### RECEIVED

JUN 1 2 2014

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

AT 8:30\_\_\_\_M WILLIAM T. WALSH, CLERK

MARILYNN ENGLISH Pro Se

Plaintiff

Civil Action No. 13-2028(CCC)

v.

FEDERAL NATIONAL MORTGAGE ASSOCIATION, FEDERAL HOME LOAN MORTGAGE CORPORATION, BANK OF AMERICA, N.A.

Defendants

THIRD AMENDED COMPLAINT TO QUIET THE TITLE, TO RESCIND AN ASSIGNMENT OF MORTGAGE THAT WAS INELIGIBLE TO BE RECORDED, AND TO CANCEL THE NOTE DUE TO FORGERY

### TABLE OF CONTENTS

	Page
STATEMENT OF FACTS	2
LEGAL ARGUMENT	2
I. MERS	3
II. FANNIE MAE	3
MATERIAL DISPUTES OF FACT I. ROBO-SIGNING AND THE INELIGIBLE ASSIGMENT	5
II. RETURN OF PAYMENTS	8
III. THE FORGED/FRAUDULENT NOTE	8
IV. THE INDORSEMENT	12
V. CORRECTIVE ASSIGNMENT OF MORTGAGE	13
VI. DISCOVERY	13
VII. THE SUSER CASE IN SUPPORT OF PLAINTIFF'S COMPLAINT FOR QUIET TITLE	14
VIII. VIOLATION OF THE NJCFA	14
CONCLUSION	14
CERTIFICATION	15

### TABLE OF AUTHORITIES

CASE	PAGE
In Re Agape Litigation 09-Cv-1606 (ADS) (AKT) and 09-CV-1782 (ADS) (AKT) United States District Court Eastern District of New York March 29, 2011	11
Kenneth B. Barton v. RCI LL. United States District Court for the District of New Jersey Civil Action No. 10-3657 July 22, 2011	14
Charest v. Fannie Mae, U.S. District Court for the District of Massachusetts March 27, 2014 Civil Action No. 13-11267	3
Herbert Elesh v. Mortgage Electronic Registration Systems Inc. Case No. 12C 10355 United States District Court for the Northern District of Illinois, Case No. 12C 10355, August 16, 2013	5
Garet Giles v. Bank of America United States District Court for the Western District of Texas San Antonio Division, Civil Action No. SA-11-cv-1035 OG(NN) March 27, 2012	7
Thomas Glaski v. Bank of America, Court of Appeals California Fifth Circuit July 31, 2013	7
Hassler v. Sovereign Bank, 644 F. Supp. 2d 509, 514 (D N.J. 2009	15
Haines v. Kerner, 404 U.S. 519, 520 (1972)	15
Johnson v. Martinus 9 N.J.L. 144 New Jersey Supreme Court May 1827	13

Kemp v. Countrywide Home Loans, Inc. (In Re Kemp) 440 B.R. 624 United States Bankruptcy Court for the District of New Jersey Case No. 08-18700-JHW November 16, 2010	9, 13
Clinton B. Kirby v. Bank of America N.A. et al United States District Court for the Southern District of Mississippi Case No. 2:09-CV-00182 DCH-JMB	12
Bill R.Leep and Jacqueline Watts Leep v. The Bank of New York Mellon United States District Court for the District of Oregon, Civ. No. 11 3109-CL 9/25/2011	5
Liberty Lobby, 477 U.S. at 256	15
Morse v. Lower Merion Schl. Dist. 132 F 3d 902, 906 (3 <sup>rd</sup> Cir. 1997)	15
Riker v. Corley, 3 N.J. L. 469 New Jersey Supreme Court November, 1811	12
Joanne Payton, Plaintiff-Respondent v. New Jersey Turnpike Authority Defendant – Appellant et al A-91 Supreme Court of New Jersey 148 N.J. 524; 691 A.2d 321; 1997 (CCH) P44, 645 March 26, 1997	13
Rosner v. Bank of China No. 06-CV13562 2008 WL 5416380 at 4 (S.D.N.Y.) Dec. 18, 2008 aff'd 349 Fed. App'x 637 (2d Cir. 2009)	11
State of New Jersey Plaintiff-Respondent v. Blaine F. Scoles, Defendant-Appellant, A-41 Supreme Court of New Jersey 2013	13
State of New Jersey, Plaintiff-Respondent v. Ralph Cooper and Collis English Defendants-Appellants Supreme Court of New Jersey 10 N.J. 532; 92 A.2d 786: 1952  November 24, 1952	10
IND VEHIDEL Z4. 17 ) /.	10

William Suser, Plantiff-Appellant v. Wachovia Mortgage, FSB f/k/a World Savings Bank FSB, Docket No. A-1330-1212 Superior Court of New Jersey Appellate Division 2013 N.J. Super November 4, 2013	14
STATUTES	
N.J.S.A. 12A: 9-311	4
N.J.S.A. 12A: 9-105	4
N.J.S.A. 12A:3-203(d)	4
N.J.S.A. 12A:9-311	4
N.J.S.A. 12A:9-102	4
N.J.S.A. 2C:28-7a(1) and 7(b)	7
N.J.S.A. 12A:3-604(a)	8
N.J.S.A. 12A:3-420(a)	8
N.J.S.A. § 56:8-2	14
N.J.S.A. 2A:62-1	14
OTHER AUTHORITIES	
15 U.S.C. § 7021 Section 322.016	4
Title 18 USC § 4- Misprision of Felony	6
Title 18 USC Chapter 47 § 1021	7
Fed. R. Civ. P. 12(b)(6)	5
U.C.C. Article 3- § 3-301	8

Case 2:13-cv-02028-CCC-JBC Document 39 Filed 06/12/14 Page 6 of 95 PageID: 808

U.C.C. Article 3- § 3-302

8

v

Marilynn English *Pro Se* 97 Pease Avenue Verona, New Jersey 07044

### UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

MARILYNN ENGLISH Pro Se

Plaintiff

Civil Action No. 13-2028(CCC)

v.

FEDERAL NATIONAL MORTGAGE ASSOCIATION, FEDERAL HOME LOAN MORTGAGE CORPORATION, BANK OF AMERICA, N.A.

Defendants

THIRD AMENDED COMPLAINT TO QUIET THE TITLE, TO RESCIND AN ASSIGNMENT OF MORTGAGE THAT WAS INELIGIBLE TO BE RECORDED, AND TO CANCEL THE NOTE DUE TO FORGERY AND FRAUD

Judicial notice should be taken that Plaintiff is confused by the Notice of Electronic Filing which states "Plaintiff is granted 14 days to reinstate this matter and file an Amended Complaint" and the Judge's Opinion which states "Defendant's Second Motion to Dismiss is granted without prejudice".

Plaintiff brings this third Amended Complaint to Clarify the Record and prove, once again, the many material disputes of fact. There are too many material disputes of fact that have been overlooked by this Court perhaps because Plaintiff was unclear in her pleadings.

#### STATEMENT OF FACTS

In September 1988, I purchased my home in Verona, New Jersey.

On July 24, 2002, Plaintiff obtained a full documentation 15 year fixed loan from Countrywide, America's Wholesale Lender in the amount of \$192,500, (Exhibit 1). Judicial Notice should be taken of the signature on this Note. Attached as (Exhibit 2) is a certification from the closing agent regarding Plaintiff's signature on the 2002 loan.

This 202 loan was a first lien. Unknown to Plaintiff at the time, only an interest in the mortgage loan instrument was sold to Federal Home Loan Mortgage Corporation, ("Freddie Mac") or FHLMC. This information is confirmed from document review of Joe Esquivel of Mortgage Compliance Investigators (MCI).

In March 2003, Plaintiff obtained a refinance of that loan in the amount of \$315,750 from Countrywide America's Wholesale Lender, paying off the first mortgage From 2002 and a home equity loan. The new loan was a full documentation 15 year fixed loan.

This 2003 loan is the subject of this Complaint.

The HUD form showed the payoffs to Countrywide (Exhibit 3).

A Property Securitization Analysis Report by Certified Forensic Loan Auditors, LLC indicates the lender as America's Wholesale Lender (Exhibit 4).

#### LEGAL ARGUMENT

From reading Judge Cecchi's Opinion, it appears that perhaps Plaintiff was not clear in my argument and perhaps there is some confusion with regard to Fannie Mae and Freddie Mac and their roles in this complaint.

This Third Amended Complaint is to clearly document the reasons for the

complaint which have adversely affected the title to my home inclusive of the fraud perpetrated by the Defendants.

As the Court states, for a complaint to survive dismissal pursuant to Fed. R. Civ. P. 12(b)(6), it must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face." The cases that have survived motions to dismiss have alleged a pattern of misrepresentations, failure to correct detrimental errors, and/or dilatory conduct on the part of the servicer and/or bank that the courts have found could amount to unfair or deceptive practices. See <a href="Charest v. Fannie Mae">Charest v. Fannie Mae</a>, 2014 U.S. District Court for the District of Massachusetts March 27, 2014 Civil Action No. 13-11267. The misrepresentations by the Defendants are addressed in Plaintiff's Section Material Disputes of Fact I, Robo-signing and the Ineligible Assignment which also addresses the fraudulent Assignment, III The Forges/Fraudulent Note, and IV the Indorsement.

Plaintiff has submitted numerous facts and third party affidavits. Plaintiff has provided many material disputes of fact which warrant the continuation of this case as well as Discovery.

#### I. MERS ANALYSIS

Attached as Exhibit 5 is the Mortgage Electronic Registration Systems

(MERS) Analysis, listing the responsibilities of MERS and states the fact that MERS

Acts as nominee only.

#### II. FANNIE MAE

On March 21, 2003 Plaintiff obtained a 15 year fixed full documentation loan from Countrywide, America's Wholesale Lender. On the HUD, it clearly states that two Countrywide loans were paid in full, Exhibit 3 previously noted.

Fannie Mae purchased only an interest in that mortgage loan instrument. The

entire mortgage instrument, being the Tangible Promissory Note, the Mortgage and the intangible payment obligation do not have Fannie Mae named to the Note, and is not named into the public record. In addition to be named into the public record, it must be timely, pursuant to N.J.S.A. 12A:9-311, [Perfecting of Security interests in Property Subject to Certain Statutes, Regulations and Treaties]. While Fannie Mae purchased the Intangible Payment Obligation from the Loan Originator, it was a transferable record and as such is governed by 15 U.S.C. § 7021 Section 322.016 Transferable Records (a) in this section, "transferable record" means an electronic record that: (1) would be a note under Chapter 3, or a document under Chapter 7, if the electronic record were in writing; and (2) the issuer of the electronic record expressly has agreed is a transferable record; and or possibly pursuant to N.J.S.A. 12A:9-105 Control of Electronic Chattel Paper.

Pursuant to N.J.S.A. 12A:3-203(d), if a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this chapter and has only the rights of a partial assignee.

Under N.J.S.A. 12A-9-311, Fannie Mae purchased an Unsecured Transferable Record that was created through a third party account debtor (N.J.S.A. 12A-9-102). "Account debtor" means a person obligated on an account, chattel paper, or general intangible. The term does not include persons obligated to pay a negotiable instrument, even if the instrument constitutes part of chattel paper.

Attached as Exhibit 6 is the Lien Search and information on the Note, prepared by Certified Forensic Loan Auditors which states that the Mortgage and Note have taken two different paths. Record # 12 clearly states that the lender was America's Wholesale Lender. However, we have no proof of the entity that actually funded the loan. Several

requests to the Defendants for that information have been ignored.

The premise of the Quiet Title, Quia Timet lawsuit is to clear the title through the issuance of a quiet title judgment which provides that the Plaintiff has legal and good title on the current loan allegedly with Fannie Mae as well as the previous loan with Freddie Mac.

In the case <u>Bill R. Leep and Jacqueline Watts Leep v. The Bank of New York</u>

<u>Mellon United States District Court for the District of Oregon, Civ. No. 11 3109-CL</u>

<u>9/15/2011</u> the Court ruled "Because the presence of MERS demonstrates a high

probability that Defendants did not comply with the recording requirements of the

Oregon Trust Deed."

In the case <u>Herbert Elesh v. Mortgage Electronic Registration systems, Inc. Case</u>

No. 12C 10355 United States District Court for the Northern District of Illinois, Case No.

12C 10355, August 16, 2013, the Court ruled "that the Assignment is questionable and the Plaintiff in this action had a viable argument in challenging the validity of the Assignment. The recorded Assignment constitutes a Cloud on his Title. An obligor has an interest in ensuring that he will not have to pay the same claim twice."

As the Court states, for a complaint to survive dismissal pursuant to Fed. R. Civ. P. 12(b)(6), it must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face."

#### MATERIAL DISPUTES OF FACT

#### I. ROBO-SIGNING AND THE INELIGIBLE ASSIGNMENT

Plaintiff believes that the Court erred in its ruling with regard to the reason

Plaintiff filed the Quiet Title Action. I did not allege anything with regard to the robo-

signing. I stated a fact and presented evidence. This evidence consisted of:

- 1. notarized affidavit from John O'Brien, Exhibit 7. John is an expert in the title industry as the Recorder for the County of Essex County, Massachusetts in an elected position he has held for 27 years. In his Certification, John clearly states "the affidavit may be presented to show that your chain of title has been corrupted". There is no mention that it is alleged. John is stating a fact that he certified and notarized.
- 2. Plaintiff also provided a <u>Property Securitization Analysis Report</u> from Certified Forensic Loan Auditors, LLC (CFLA) which states that the Mortgage was never transferred and took a totally different path from the Note, See Exhibit 6 as noted above.
- 3. Another Audit was prepared by Securitization Auditor International which states:
- a) a falsely claimed position of authority for Chester Levings, the signer of the
   Assignment. Accessory to Fraud Notary.

Plaintiff provided proof that the signer, Chester Levings is in reality an employee of Bank of America, not an employee of MERS as the Assignment states.

- b) Plaintiff provided proof that the Notary, Evette Ohanian is in fact a known robo-signer. In this instance, she worked in concert with fellow "robo-signer" Chester Levings, falsely attesting to the validity of Levings' signature as Assistant Secretary of Mortgage Electronic Registration Systems, Inc. Exhibit 8.
  - c) The recorded Assignment to which they refer is attached as Exhibit 9.
  - d) These acts are in violation of the following:

<u>Title 18 USC § 4 – Misprision of Felony</u> "Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States conceals and

does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years or both;

N.J.S.A. 2C:28-7a(1) and 7(b), Recording a fraudulent document makes signer(s) guilty of a third degree crime;

Title 18 USC Chapter 47 § 1021 Whoever, being an officer or other person authorized by any law of the United States to record conveyance of real property or any other instrument which by such law may be recorded, knowingly certifies falsely that such conveyance or instrument has or has not been recorded, shall be fined under this title or imprisoned not more than five years or both.

Plaintiff refers to Garet Giles v. Bank of America United States District Court

for the Western District of Texas San Antonio Division, Civil Action No. SA-11-cv-1035

OG(NN), March 27, 2012. In this Case, the Court ruled "I recommend denying the

request to dismiss plaintiff's claim to Quiet title." "Court accepts all well-pleaded facts

as true, viewing them in the light most favorable to the Plaintiff."

Another case in Plaintiff's favor is <u>Thomas Glaski v. Bank of America, Court</u> of Appeals California Fifth Circuit Court, July 31, 2013 which addressed Quiet Title, Fraud and Assignments that were void. Ruling: "we reject the view that a borrower's challenge to an assignment must fail once it is determined that the borrower was not a party to, or third party beneficiary of the assignment agreement. Courts should proceed to the question of whether the assignment was fraud. The claims for Quiet Title, Declaratory Relief, Cancellation of Instruments and Unfair Business Practices be remanded."

4. Plaintiff recently obtained information from Mortgage Compliance Investigators who stated that only an interest in the loan was sold to Fannie Mae.

Fraudulent Assignments are addressed in the recent report by the Florida

Office of the Attorney General Economic Crimes Division entitled Unfair, Deceptive

and Unconscionable Acts in Foreclosure Cases. Several sections of the Report are

addressed inclusive of *The Key* which addresses Assignments. Relevant pages addressing
the Assignments are attached as Exhibit 10.

#### II. RETURN OF PAYMENTS

The Court's Opinion makes reference to Plaintiff's production of loan payments. They fact of this document production was that Defendants returned some payments. They were included as Exhibit 5 in <u>Plaintiff's Response to the Memoranda of Law of Defendants Bank of America and Federal National Mortgage Association dated January 23, 2014</u> (Attached as Exhibit 11 in this Motion. Pursuant to N.J.S.A. 12A:3-604(a) the return of checks by the payee constitute an intentional and voluntary surrender of the instrument. Pursuant to N.J.S.A. 12A:3-420(a) the return of the checks revokes the payee's standing to enforce payment of the check. See Mortgage Electronic Registration Sys. v.. Amboy Nat'l Bank, , N.J.Super. Docket No. A-3933-09T1 May 24, 2012.

#### III. THE FORGED/FRAUDULENT NOTE

1. Plaintiff requested the original note and mortgage with the wet ink signature for years from Bank of America through several QWR requests as well as through a Notice of Default attached as Exhibit 12. This Notice clearly addresses <u>U.C.C. Article 3-</u> §3 -301 and <u>U.C.C. Article 3-</u> §3 -302 <u>BOA</u>,

Fannie Mae and/or Freddie Mac were requested to provide proof that they are the Note

Holder of Due Course and a Real Party in interest. A photocopy of the instrument is not sufficient proof of holder in Due Course, valid chain of assignment or that BOA and/or Fannie Mae and/or Freddie Mac are a real party in interest.

None of the Defendants responded to the letter and none of them provided the required documents, for either the 2002 loan or the 2003 loan.

- 2. I received contradictory information on the location of the 2003 Note from the attorneys for Bank of America at Blank Rome (McGuigan) and Bank of America direct (Exhibit 13).
- a. Letter from January 10, 2012 from Matthew McGuigan of the law firm Blank Rome stated the current owner of the note (no mention of the mortgage) is Fannie Mae, whose address is 13150 World Gate drive, Herndon, VA 20170;
- b. Letter dated November 19, 2012 from Cindy Repreza of Bank of
  America stated the owner of the note for this loan is Fannie Mae whose address is 3900
  Wisconsin Avenue, NW, Washington, D.V. 20016-2892. Was the Note in Herndon,
  Virginia or in Washington, D.C? I asked for the tracking receipts but did not receive
  them. The location of the Notes was addressed in the deposition of Linda DeMartini in
  the case. Kemp v. Countrywide Home Loans, Inc.(In re Kemp), 440 B.R. 624 United
  States Bankruptcy Court for the District of New Jersey Case No. 08-18700-JHW
  November 16, 2010. .Ms. DeMartini stated that "the notes never left the Countrywide
  vault". In the Kemp case, the Judge stated it becomes essential to establish that the
  person who demands payment of a negotiable note, or to whom payment is made, is the
  duly qualified holder. Otherwise, the obligor is exposed to the risk of double payment, or
  at least to the expense of litigation incurred to prevent duplicative satisfaction of the

instrument. These risks provide makers with a recognizable interest in demanding proof of the chain of title. Consequently, Plaintiffs here, as makers of the notes, may properly press Defendant to establish its holder status."

When a copy of the Note was finally provided to the Court as Defendant's Exhibit in this case, attached as Exhibit 14, Plaintiff noted that Plaintiff's signature on the Note was a fake and did not match the signature on the copy Plaintiff obtained from the closing. Nor does it match the copy in the possession of the Closing Agent which mirrors my copy. The closing agent provided an e mail certifying that she personally acknowledged witnessing the signature on the Note, (Exhibit 15). Attached as Exhibit 16 is the true copy of the Note from the 2003 closing. Judicial Notice should be taken that the forged Note produced by the Defendants was input to the Court twice, on 12/18/2013 as ID No. 510 and on 4/08/13 as ID 76. In addition, Plaintiff filed a Police Report in Verona for the forged/fraudulent document. The Municipal Court Judge requested the identity of the person who prepared the Note. Plaintiff filed a Motion to Compel by this Court. Judge Falk denied my Motion.

Judicial Notice should be taken that my signature on the 2002 Note and the 2003 Note are exactly the same. My signature on the HUD 1 is also the same. This signature does not, in any way, match, the signature on the Note provided by the Defendants, which Note was presented to the Court as "evidence". This would prove that the copy submitted by the Defendants as an "original" is erroneous, a fake, a forgery and fraudulent. Erroneous evidence is addressed in the case State of New Jersey, Plaintiff-Respondent v. Ralph Cooper and Collis English Defendants-Appellant Supreme Court of New Jersey 10 N.J. 532; 92 A.2d 786; 1952 November 24, 1952.

It is obvious from the signature on the Note provided by Defendants that it is not my signature; it does not match the signature on my copy of the Note or that of the closing Agent, nor does it match the signature on the HUD or the 2002 Note.

Copies of all documents with the Closing Agent's certifications are included in Exhibit 15a.

This fraud was not addressed in the Court's Opinion.

Fraud was addressed in the Case In Re Agepe Litigation 09-CV-1606 (ADS) (AKT) and 09-CV-1782 (ADS) (AKT) United States District Court Eastern District of New York March 29, 2011. To establish liability for aiding and abetting fraud, a plaintiff must show (1) the existence of a fraud; (2) the defendants' knowledge of the fraud and (3) that the defendant provided substantial assistance to advance the fraud's commission, See Rosner v. Bank of China No. 06-CV-13562 2008 WL 5416380 at 4 (S.D.N.Y). Dec. 18, 2008 aff'd 349 Fed. App'x 637 (2d Cir. 2009).

To address items 2 and 3, Attorney Yaffe did nothing to declare the Note submitted to the Court as a forgerty, rather she claimed in the Settlement Conference that "she knew what document Plaintiff signed at closing". Judicial Notice should be taken that Attorney Yaffe did not attend the closing in 2003. Rather than attempt to establish who provided that fraudulent Note, Attorney Yaffe did nothing.

On April 8, 2013, Jeffrey P. Catenacci, Attorney for BANA provided as his

Exhibit 2 in <u>Defendants Bank of America N.A. and Federal National Mortgage</u>

<u>Association's Memorandum of Law in support of Motion to Dismiss Plaintiff's Amended</u>

<u>Complaint</u>, a Note stamped Original with an indorsement from one David A.Spector,

Managing Director. This is the same Note discussed above. As previously stated there

are problems with this Note and material disputes of fact. I did not sign it; the signature does not match my signature on the copy of the Note in my possession and in possession of the closing agent.

Mr. Catennaci is now the only Attorney still standing and to date, he too has not indicated any action he will take to determine who prepared and presented the fraudulent Note. Without possession of the Note, Bank of America had no legal right to collect payments.

Presenting fraudulent documents to the Court by an Attorney is Fraud Upon the Court as well as a violation of RPC 8.4 Misconduct.

It is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly
- (b) assist or induce another to do so, or do so through the acts of another(b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;
- (c) engage in conduct involving dishonesty, <u>fraud</u>, deceit or misrepresentation.

#### IV. THE INDORSEMENT

The indorsement on the Note presented by Defendant is also fraudulent. The manufactured indorsements were addressed by Michele Sjolander in the case <u>Clinton B.</u>

<u>Kirby v. Bank of America N.A. et al United States District court for the Southern District of Mississippi Case No. 2:09-CV-00182 DCH-JMB.</u> Ms. Sjolander is currently a Senior Vice President of Bank of America and a former employee of Countrywide. .Ms.

Sjolander stated that "stamped indorsements and the Notes were printed off our imaging system." The indorsement is undated. Mr. Spector was a Senior Managing Director at the time in question (Exhibit 17). He was not a Managing Director.

Blank Indorsements are addressed in the cases Riker v. Corley, 3 N.J. L. 469

New Jersey Supreme Court November, 1811 which cites "The indorsement in blank was an authority for the indorsee to overwrite an assignment, and this might have been done even at the trial; but as it was not done, it did not appear that Corley had any interest in the note" and Johnson v. Martinus 9 N.J.L. 144 New Jersey Supreme Court May, 1827 in which the Court cites "an indorsement while yet remaining in blank, and not filled up, is not a written instrument, nor entitled to its effect, protection or immunity. Before the note can be given in evidence to maintain an action, the indorsement must be filled up."

In Kemp v. Countrywide Home Loans, Inc.(In re Kemp), 440 B.R. 624 United

States Bankruptcy Court for the District of New Jersey Case No. 08-18700-JHW

November 16, 2010. the Court stated "in this case we had neither a proper indorsement on the note itself, nor an allonge that was executed at the time the proof of claim was filed"

#### V. CORRECTIVE ASSIGNMENT OF MORTGAGE

Bank of America, through their Attorney, Phelan Hallinan also fabricated a Corrective Assignment of Mortgage dated April 8, 2013 (Exhibit 18). Pursuant to my conversation with Shakena at the Essex County, New Jersey Recorder's Office on June 4, 2014, this Assignment was not recorded.

#### VI. DISCOVERY

As there are too many material disputes of fact, Discovery is warranted.

Discovery is addressed in the cases <u>State of New Jersey Plaintiff-Respondent v.</u>

<u>Blaine F. Scoles, Defendant-Appellant, A-41 Supreme Court of New Jersey 2013</u> in which the Court stated "that discovery has long been found to be a tool for truth" and <u>Joanne Payton, Plaintff-Respondent v. New Jersey Turnpike Authority, Defendant-</u>

Appellant et al A-91 Supreme Court of New Jersey 148 N.J. 524; 691 A.2d 321; 1997

(CCH) P44,645 March 26, 1997 wherein the Court cited "In this case the Court ruled that "full discovery may enable Plaintiff to support and to advance her argument."

### VII. THE SUSER CASE IN SUPPORT OF PLAINTIFF'S COMPLAINT FOR QUIET TITLE

William Suser, Plaintiff-Appellant v. Wachovia Mortgage, FSB f/k/a/
World Savings Bank FSB, Docket No. A-1330-1212 Superior Court of New Jersey
Appellate Division 2013 N.J.Super November 4, 2013.

In this case the Appellate Division held that the Plaintiff was permitted to affirmatively file an action for quiet title because the question of whether Deutsche Bank was the proper holder of the subject mortgage. Specifically, one of the purposes of N..S.A. 2A:62-1 "is to permit a landowner to sue for clarification of the validity or reach of his title in circumstances that otherwise preclude a forum for the resolution of such a dispute." The Court also ruled that though there was no dispute about validity and priority of Defendant's mortgage, Plaintiff could maintain quiet title action under N.J.S.A. 2A:62-1 to resolve limited questions of whether Defendant had standing in light of factual disputes concerning the validity of its assignment.

#### VIII. VIOLATION OF THE NJCFA

In the case Kenneth A. Barton v. RCL LL, United States District Court for the District of New Jersey Civil Action No. 10-3657 July 22, 2011, the Court ruled that Plaintiff suffered an ascertainable loss caused by the Defendant. N.J.S.A. § 56:8-2 addresses specifically where a claimant states a viable NJCFA claim where the claimant alleges (1) unlawful conduct by an opposing party; (2) an ascertainable loss by the claiming party and (3) a causal relationship that exists between the unlawful conduct and

the ascertainable loss JCFA states a claimant states a viable NJCFA claim where the claimant alleges <u>Hassler v. Sovereign Bank</u>, 644 F. Supp. 2d 509, 514 (D N.J. 2009)

#### CONCLUSION

Plaintiff initially filed this complaint in Chancery Court, the Defendants moved it to Federal Court. Based on the information above, the Motion for Declaratory Judgment to Quiet the Cloud on Title with the Rescission of the Assignment that was ineligible to be recorded. The lien should be extinguished due to a forged, fraudulent and fake signature on the Note. Plaintiff is also requesting return of the payments made as the recipients had no standing to collect those payments In the least, the Case should continue and Discovery permitted to determine the facts where those are disputed.

A party cannot survive summary judgment simply by presenting conclusory allegations or denials; the existence of specific material evidentiary facts must be shown. See <u>Liberty Lobby</u>, 477 U.S. at 256.

Haines v. Kerner, 404 U.S. 519, 520-(1972) The court must "accept as true all of the allegations in the complaint and all reasonable inference that can be drawn therefrom, and view them in light most favorable to the Plaintiff". Morse v. Lower Merion Schl. Dist., 132 F. 3d 902, 906 (3d Cir. 1997). "Liberal construction does not, however, require the court to credit a pro se plaintiff's "bald assertions" or "legal conslusons". Plaintiff has provided several third party affidavits and factual information.

WHEREFORE, Plaintiff respectfully requested the following relief:

- a) appropriate equitable relief;
- return of payments made to entities without standing to collect those payments as they were not the owners of the Note and Mortgage, nor did they have rights through indorsement or assignment;

- c) issuance of a quiet title judgment which provides that the Plaintiff has legal and good title;
- d) extinguishment of lien due to fraud and return of payments;
- e) such other relief as the court deems equitable and just.

### **CERTIFICATION**

I certify that the information is true and correct to the best of my knowledge and belief. If anything I have said is not true, I am subject to punishment.

Date: June 9, 2014:

Marilynn English Pro Se

# EXHIBIT 1

Prepared by: K, BAATZ

LOAN #: 020249689

#### NOTE

JULY 24, 2002

FAIRFIELD

**NEW JERSEY** 

[Date]

[City]

[State]

97 PEASE AVENUE, VERONA, NJ 07044

[Property Address]

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 192,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

AMERICA'S WHOLESALE LENDER

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

#### 3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month,

I will make my monthly payment on the FIRST

day of each month beginning on

SEPTEMBER 01, 2002 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal, If, on AUGUST 01, 2017 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

4500 Park Granada, Calabasas, CA 91302-1613

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,624.42

#### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

#### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mec UNIFORM INSTRUMENT

VMP MORTGAGE FORM8 - (800)521-7281

Form 3200 1/01

-5N (0005).02

CHL (07/01)

Page 1 of 2





LOAN #: 020249689

#### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

#### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



WITNESS THE HAND(S) AND SE	AL(S) OF THE UNDERSIGNE	D.
h/	(Seal)	(Seal)
HARILYNN ÜNGLISH	-Borrower	-Borrower
	. (Seal)	(Scal)
	-Borrower	-Borrower
		Sign Original Only!

# EXHIBIT 2

From: Leslie Larson < LLarson@gleneagletitle.com>

To: 'marilynn english' <lishmar@aol.com>

Subject: 2002 refinance signing

Date: Tue, Jun 3, 2014 12:39 pm

Glen Eagle Title Agency was the settlement agent for the refinance transaction between Marilynn English and America's Wholesale Lender dated July 24, 2002 in the amount of \$192,500.00. I personally acknowledged/witnessed the signature of Marilynn English on the Mortgage/Note. I have provided copies of the same.

### Leslie Larson

Glen Eagle Title Agency, Inc.

363 Route 46 West

Fairfield, NJ 07004

973-808-2277

please visit www.gleneagletitle.com



From: Richard Larson [mailto:RLarson@gleneagletitle.com]

Sent: Tuesday, June 03, 2014 11:55 AM

To: Leslie Larson

Subject: FW: good morning

Richard V. Larson

Glen Eagle Title Agency, Inc.

363 Route 46 West

Fairfield, NJ 07004

973-808-2277 (P)

973-808-5008 (F)

www.GlenEagleTitle.com

# EXHIBIT 3

Case 2:13-cv-02028-CCC-JBC Document 39 Filed 06/12/14 Page 29 of 95 PageID: 831 Case 2:13-cv-02028-CCC-JBC Document 27 Filed 12/18/13 Page 52 of 90 PageID: 487

SETTLEMENT STATEMENT  Optional Form for Transactions without Sollers		AND	URB	RTMENT OF ISINO AN DEVELOPMENT OVEL NO. 2502-0491	Loan Number: 0260 Mts. Ins. Case Num	
NAME OF BORROWER: Mai	ilyım English					
	ease Avenue, Veri		206			
	D Tapo Canyon Ro		CA	93063-6712		
PROPERTY ADDRESS: 97 F	ease Avenue, Vere	na, NJ 07044				
	k 111 Lot 2, Coun	ty of Basex, Bo	ough	of Verona		
SETTLEMENT AGENT: Gle	Real Fable	gency Inc F	hone	973-808-2277 Fax	2 073-808-500S	· · · · · · · · · · · · · · · · · · ·
PLACE OF SETTLAMENT: 363				2 7/3-000-11// Fax	C 373-808-3008	•
Loan Number: 026045389		DATE: 03/21/20		DISBURSEMEN	T DATE: 03/26/	2003
L. Settlement Charges				M.Disbursament to Othe		
800, liams Payable in Connection with Loan.				7501. Payott:20249689-9		188,696
801. Lanu Oriobation Fee 0.000% to	* * * * * * * * * * * * * * * * * * * *	394	69	. Jo Countowide Horse Lo	ans Servicing LP	121,741
802 Loan Discount 0.125% to America's Wholosolo.	LBIGGIT Y			1502. Payoff:1865902 to Countrywide Home Lea	ana Bordoina i P	421,761
804. Credil Report				1503.	THE SHARE STATE OF THE STATE OF	
805 Flood Chack to Landsale Flood		25	.00			
SOB. Tox Service East to Complywide Tax Service			.00	\1504.		
CO7. Commiline of Eve to Anterior's White seels Lande	ſ	495	.00	<del>\</del>		
808				1505,		
a10.				1506.		
011			-	rade.		
200. Ilcnip Required by Lender to be Paid in Ac	lvanoe			1507.	·····	
901 Interest From 08/26/2003 to 04/01/2003 (6:4/1.2		. 259	_			
902. Mortgege Insurance Premium for to				1508.		
903. Hazerd Insurance Premium for io		1.	- 1	1609,		
		- F				
1000 Reserves Deposited with Lender	P.C.C.1,906.0		1	1510.		
1001. Hazard Incurance no. 205 per month			- 1	511.		<del></del>
1002, Madgage Insurance mo. 175 per month				• • • • • • • • • • • • • • • • • • • •		
1003. City Frenenty Taxes mo. (2)\$ per month			1	512.		
004. County Property Taxes mo. @ par month		<del> </del>				
DDS. Flood insurance me. (6)S per month.			1"	513.		l
005. ma. @5 per month.		·		)1¢,		<del> </del>
DOD, ma. (ØS per month			一"	/i		1
009. Accrecate Analysis Adjustment		0.0	0			
100. Tille Charpes			15	15.		
01. Selfement or closing fee to Glen Engle Title Agen	y Inc	0.00E	0			
02. Abstract or title search			_ 15	10.		}
03. Title examination			151	. 4		
05. Document Preparation			ا <sup>دا</sup> [-	· · ·		
06. Notery Fees			151	8.	*******	
D7, Allorrey's lees			_	- 10		
(includes above items No.)	·		161	0.		
08. Title insurence to Gien Eagle Title Agency, Inc.	NS 1108 1100)	1,146.00	1	D TOTAL DISCUSSED		250 250 250
(includes above items No. 1102, 1103, 1104, 110 ID. Lendor's coverage \$ 315, 760.00 - 735.00	10,971007		7 152	0. TOTAL DISBURSED  (enier on line 1603)		310,437.97
O Owner's coverage 5 -				Territor Office 1000		
1			1			
2.						
3. Community B. Williams T. T. C. Charles			1			
0. Government Recording and Transfer Charge		120.00	IN N	ET SETTI CHENT		
L. Викливни Бине Оми. \$: Mortouga \$120 00; Ralaase L. Reelly Transfer Fee Deed 5: Mortoegs.\$	3	120,00	1 10, 19	ET SETTLEMENT	i	
Shite Tex/siampe Deed 1: Modosoe \$			1800.	Loon Amount		315,750.00
Notice of Sattlement to County Clark		20.00				
Second 2nd Montage to Glen Engle Title Agency, Inc	·	<u>7</u> 5,00	1601.	PLUS Cash/Check from Borre	ower	0.00
Additional Settlement Charges						
Survey			1602.	MINUS Total Settlement Char	rges	1,963.19
Past bispection Overnight Dat 1st & 2nd (x 5) to Federal Express		55.00	1607	Mine 1400) MinUS Total Disbursements t	io Olbera	310,437.97
Sign Englo CREDIT to Surrower (\$1, 000.00 POC)		1,000.00-	,500.	(line 1620)	O ONIE13	220,437.97
						·
			1604.	EQUALS Disbursoments to Bo	томог	3,348.84
				(attor expiration of any appl	I .	
Total Soldanian Charges (and a see "		7 063 10		terciesion barlod todalrod p	ry law)	
Total Schlemont Charges (enter on line 1602)  Infine people for the fundamental school of a comploid copy of the fundamental school of a comploid school of the fundamental before received and have	Ihis stolement, To she has	1,963.19	UD-IA	al, RESPA Schlament Statement	7 27	
The backward of the sunce which were received and have	or will be disbursed by	y ine undersigned as pa	n of the	semiement of this transaction.		
, 1						
, 1	בטטע - זמ טע					

# EXHIBIT 4



### CERTIFIED FORENSIC LOAN AUDITORS, LLC

13101 West Washington Blvd., Suite 140, Los Angeles, CA 90066 Phone: 310-432-6304; Sales@CertifiedForensicLoanAuditors.com www.CertifiedForensicLoanAuditors.com

# PROPERTY SECURITIZATION ANALYSIS REPORT

"This is a Securitization Analysis Report and not a Forensic Audit Report"

Prepared for:

### MARILYNN ENGLISH

For Property Address

97 Pease Avenue VERONA, NJ 07044

Prepared on:

May 12, 201\$

Disclosure: You have engaged Certified Forensic Loan Auditors, LLC to examine your real estate documents. This information is not to be construed as legal advice or the practice of law, pursuant to <u>Business and Professions Code & 6125 et seq.</u> It is the intent of CFLA, its members, auditors and independent contractors, not to engage in activities that could be considered the practice of law by conduct exhibiting any of the following practices: "...the daing and/or performing of services in a court of justice in any matter depending therein throughout the various stages and in conformity with the adopted rules of procedure. If includes legal advice and counsel and the preparation of legal instruments and contracts by which the legal rights are secured although such matter may or may not be depending in a court."



History Record #: 9

Finance:

Recording Date: 12/02/2004 Document Number: 10155-264

Document Type: EQUITY OR CREDIT LINE
Lender: COUNTRYWIDE HM LNS INC

Loan Amount: \$150,000

Borrower: ENGLISH MARILYN M

History Record #: 10

Finance:

Recording Date: 01/22/2004 Document Number: 9546-291

Document Type: EQUITY OR CREDIT LINE

Lender: COUNTRYWIDE BK

Loan Amount: \$113,200'

BOTTOWER ENGLISH MARILYNN M

History Record #: 11

Finance:

Recording Date: 04/02/2003
Document Number: 8791-542
| Document Type: MORTGAGE

Lender: COUNTRYWIDE BK

Loan Amount: \$63,150

BOHOWET: ENGLIS MARILYNN

Finance Type: REFINANCE

Mortgage Loan Type: CONVENTIONAL

Mortgage Term:

Mortgage Rate Type: | FIXED

Mortgage Rate:

Finance Type: REFINANCE

Montgage Loan Type: CONVENTIONAL

Mortgage Term:

Mortgage Rate Type: FIXED

Mortgage Rate:

Finance Type: REFINANCE

Mortgage Loan Type: CONVENTIONAL

Mortgage Term:

Mortgage Rate Type: FIXED

Mortgage Rafe:

History Record #: 12

Finance:

Recording Date: 04/02/2003 Document Number: 8791-537

Document Type: MORTGAGE

Lender: AMERICAS WHOLESALE LENDER

Loan Amount \$315,750

Borrower: ENGLISH MARILYNN

Finance Type: REFINANCE

Mortgage Loan Type: CONVENTIONAL

Mortgage Tekn: 45 YEARS

Mortgage Rate Type: FIXED

Mortgage Rate:

Hage TZO

# EXHIBIT 5



# MORTGAGE ELECTRONIC REGISTRATION SYSTEMS (MERS) ANALYSIS

- The Mortgage has MIN number 1000157-0001388532-8 and is registered at the MERS SERVICER ID website <a href="https://www.mers-servicerid.org/sis/search">https://www.mers-servicerid.org/sis/search</a> showing Bank of America, NA as Servicer and Fannie Mae as Investor.
- Although MERS records an assignment in the real property records, the promissory note which creates the legal obligation to repay the debt has not been transferred nor negotiated by MERS.
- MERS is never entitled to receive a borrower's monthly payments, nor is MERS ever entitled to receive the proceeds of a foreclosure or MORTGAGE sale.
- MERS is never the owner of the promissory note for which it seeks foreclosure.
- MERS has no legal or beneficial interest in the loan instrument underlying the security instrument for which it serves as "nominee".
- MERS has no legal or beneficial interest in the mortgage indebtedness underlying the security instrument for which it serves as "nominee".
- MERS has no interest at all in the promissory note evidencing the montgage indebtedness.
- MERS is not a party to the alleged mortgage indebtedness underlying the security instrument for which it serves as "nominee".
- MERS has no financial or other interest in whether or not a mortgage loan is repaid.

# EXHIBIT 6



## SECTION 1: TRANSACTION DETAILS BORROWER & CO-BORROWER:

BORROWER	CO-BORROWER
MARILYNN ENGLISH	NONE
-L. CURRENT-ADDRESS	SUBJECT ADDRESS
97 Pease Avenue VERONA, NJ 07044	97 Pease Avenue VERONA, NJ 07044

## SECTION 2: SECURITIZATION SECURITIZATION PARTICIPANTS:

DEED	DATE	NOTE	DATE
AMERICA'S WHOLESALE LENDER A Countrywide Home Loans, Inc. company 4500 Park Granada Calabasas, CA 91302	MARCH 21, 2003	AMERICA'S WHOLESALE LENDER A Countrywide Home Loans, Inc. company (4500 Park Granada Calabasas, CA 91302	MARCH 21, 2003
		FANNIE MAE GUARANTEED REMIC PASS-THROUGH CERTIFICATES FANNIE MAE REMIC TRUST 2003-42	ACQUISITION DATE: April 1, 2003 ISSUE DATE: April 30, 2003

The Mortgage and the Note have taken two distinctly different paths. The Mortgage was never transferred. The \$315,750 note may have been however pooled, sold, transferred with other loans and mortgages and this pool of loans and mortgages in this security offering of \$2,797,067,000. The webpage link can be found at:

### REGIȘTRANT:

http://www.fanniemae.com/syndicated/documents/mbs/remicsupp/2003-042.pdf



On May 12, 2013, I researched the Bloomberg online Database at the request of Certified Forensic Loan Auditors, LLC on behalf of Marilynn English whose property address is noted herein above. The Loan Level Data search conducted using Bloomberg's terminal did not reveal matching characteristics based on Original Amount: \$315,750.00; Origination Date: March 21, 2003; Location of Property: JN; Property Type: Single Family Residence; Occupancy: Single Family Residence; Zip Code 07044; Loan Type: 15 Year Fixed Rate Mortgage. Examiner did, however, locate a REMIC TRUST that matches the characteristics for securitizing this loan, namely the Fannie Mae REMIC Trust 2003-42 issued April 30, 2003 in which Bank of America Securities LLC, an affiliate of original lender America's Wholesale Lender.

FANNIE MAE claims ownership of the loan on its web site. The loan is registered on the MERS web site showing Fannie Mae as the investor.

Screen shots of this trust from the Bloomberg System follow:

### DESCRIPTION OF SECURITY FROM BLOOMBERG

The state of the s	FNR 2003-42 JH Mtge • DES •		Message ☆ De D. C
	lot Priced	Yield/	
As of Collater	al 100.0% FNCL 5.8%	Prepay 397PS	A WAL 3.24
His 2003-42 Jana	90Haggibadk		Security Description
CI SIP 31393BVP7 6.125(21	9)123 FNCL 5.75 S	PS ROVER SELECT	4.5
1) Bond Summary	2) Group Summary	3) Deal Summary	e School Balleria WA Va
Issuer FANNIE MAE		,	5) Prospectus
Series 2003-42 Class 3	H Maturity 05/25/2033	ISIN US31393BVP74	
I) Class Description PAC(11)		BBGID BBG0009J10G9	E) Trustee FNM
	Balance USD 11,759,000 WAL 19.6Yr @ 220PSA 1st Coupon 5.50% 1st Payment 05/25/2003 1st Settle 04/30/2003	Next Pay 05/25/2 Rcd Date 04/30/2 Pay Date 2 Frequency Mont Pay Delay 24 D Day Count 30/ Call Non-Calla	013 TRACE Eligible 013 5th hly ays
9 Historical Paydown (CPD)			PSA CPR
May13 Apr Mar	Feb Jan Dec Nov	Oct Sep Aug/	Jul Jun 22 1m 430 25.8
PSA 430 270 631	446 551 551 1100	302 404 496	632 717 3m 453 27.2
CPR 25.9 16.2 37.0	26.7 33.1 33.1 66.0	18.1 24.3 29.8 3	8.0 43.0 6m 485 29.1
CPR 25.8 16.2 37.8 Fct - 0.64 0.65	26.7 33.1 33.1 66.0 0.68 0.70 0.73 0.75	18.1 24.3 29.8 3	

#### **GROUP SUMMARY**

Shows the splitting of the trust into various investment'groups

Case 2:13-cv-02028-CCC-JBC Document 39 Filed 06/12/14 Page 39 of 95 PageID: 841 Case 2:13-cv-02028-CCC-JBC Document 27 Filed 12/18/13 Page 33 of 90 PageID: 468

Commonwealth of Massachusetts

SOUTHERN ESSEX DISTRICT REGISTRY OF DEEDS
SHETLAND PARK
45 CONGRESS STREET
SUITE 4100
SALEM, MASSACHUSETTS 01970

JOHN L. O'BRIEN, JR.

Regisler of Deeds

(978) 542-1704

Fax: (978) 542-1706

wil: southernessexcusiomerservice@sec.state.ma.us

www.salemdeeds.com

A division of the Secretary of the Commonwealth WILLIAM FRANCIS GALVIN, SECRETARY

Marilyn English 97 Pease Ave Verona, NJ 07044

Dear Marilyn,

In an attempt to provide you with more assistance, I have enclosed, an affidavit signed by me, as Register of the Southern Essex District Registry of Deeds, attesting to the presence of a robo-signed signature on your document as listed on McDonnell Property Analytics Approved Robo-signers List. If you are currently being foreclosed upon, this affidavit may be presented to your attorney, the lender, or the court to show that your chain of title has been corrupted. For those of you who are not in foreclosure, the affidavit may be presented to your current lender to show that a robo-signed document has in fact been recorded in your chain of title and be part of a request to investigate how this happened and what the lender is going to do to correct it.

Thank you for contacting us concerning your robo-signed document. Should you have any further questions or need assistance, please contact my Customer Service Department at 978-542-1704.

John O'Brien

With Regards

Register of Deeds

Case 2:13-cv-02028-CCC-JBC Document 39 Filed 06/12/14 Page 40 of 95 PageID: 842 Case 2:13-cv-02028-CCC-JBC Document 27 Filed 12/18/13 Page 34 of 90 PageID: 469



JOHN L. O'BRIEN, JR. Register of Deeds (978) 542-1722 Fax: (978) 542-1721 e-mail: Jl.obrien@sec.state.ma.us www.salemdeeds.com

## Commonwealth of Massachusetts

SOUTHERN ESSEX DISTRICT REGISTRY OF DEEDS
SHETLAND PARK
45 CONGRESS STREET
SUITE 4100
SALEM, MASSACHUSETTS 01970

A division of the Secretary of the Commonwealth WILLIAM FRANCIS GALVIN, SECRETARY

## AFFIDAVIT OF JOHN L. O'BRIEN, REGISTER OF DEEDS SOUTHERN ESSEX DISTRICT

- I, John L. O'Brien, Register of the Southern Essex District Registry of Deeds, do hereby swear or aver as follows:
- 1. As of June 2011 it has been my policy as follows:
  - a. IF THERE ARE VARIATIONS OF AN ALLEGED ROBO-SIGNER ON RECORD AT MY REGISTRY - I require that all documents sent for recording that are executed by that alleged robo-signer, be independently verified by an affidavit that the signature is in fact the signature of the named individual, prior to recording. (See Exhibit B attached hereto).
  - b. IF THERE ARE NO VARIATIONS OF AN ALLEGED ROBO or SURROGATE SIGNER ON RECORD AT MY REGISTRY I record the documents and forward them to the Massachusetts Attorney General's Office for review and possible violation of a Crime Against Property, specifically MGL Chapter 266, Section 35A (b) (4).
- I have instituted this policy based on the opinion of our forensic analyst, Marie McDonnell of McDonnell Property Analytics who has provided me with a list of robo and surrogate signers.

McDonnell defines a "robo-signer" as: The person on a legal document processing assembly line whose only task is to sign previously prepared documents affecting title to real property in a robotic-like fashion without reading the documents or verifying the facts contained therein by reviewing primary source evidence. The robo-signer's mission is to expedite the documents' recordation in the public land records or in court proceedings. Additionally, robosigners regularly fail to establish or simply do not have the authority to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.

McDonnell defines a "surrogate signer" as: A person who signs a legal document on behalf of and in the name of another without reading it or understanding the document's contents; surrogate-signers are not authorized to execute these documents on behalf of the legal title holder or principal on whose behalf they purport to act.

3. I am aware that CHESTER LEVINGS is an alleged robo or surrogate signer.

Case 2:13-cv-02028-CCC-JBC Document 39 Filed 06/12/14 Page 41 of 95 PageID: 843 Case 2:13-cv-02028-CCC-JBC Document 27 Filed 12/18/13 Page 35 of 90 PageID: 470

Signed this 8th day of October 2013, under the pains and penalties of penjury.

John L/O'Brien, Register

### COMMONWEALTH OF MASSACHUSETTS

Essex,ss.

On this 8<sup>th</sup> day of October, 2013, before me, the undersigned notary public, personally appeared John L. O'Brien, who is personally known to be the person whose name signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Name:

My Commission Expires:

2,2015

Case 2:13-cv-02028-CCC-JBC Document 39 Filed 06/12/14 Page 43 of 95 PageID: 845 Case 2:13-cv-02028-CCC-JBC Document 27 Filed 12/18/13 Page 44 of 90 PageID: 479

Securitization Auditor

### Chester Levings /

### Falsely Claimed Position of Authority

Chester Levings, at the time he affixed his signature to the ASSIGNMENT (see below), was employed by Bank of America. He was not, and never was an officer of Mortgage Electronic Registration Systems Inc., as per the deposition of MERS Secretary-Treasurer William Hultman.

### Accessory to Fraud - Notary

Notary Public Evette Ohanian was in fact a "robo-signer" in this instance who worked in concert with fellow "robo-signer" Chester Levings, falsely attesting to the validity of Levings's signature as Assistant Secretary of Mortgage Electronic Registration Systems Inc.

Ms. Ohanian is in violation of Title 18 USC § 4 - MISPRISION OF FELONY

"Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both."

This space for Recorder's use

Recording Requested By:

Bank of America Prepared By: Srbui Muradyan

888-603-9011 450 E. Boundary St. Chapin, SC 29036 When recorded mail to: CoreLogic 450 E. Boundary St. Attn: Release Dept.

Chapin, SC 29036

Property Address: 97 Pease Ave

Verona, NJ 07044-1208

NJO-AM 13990543

\$/27/2011

MIN #: 1000157-0001388532-8

MERS Phone #: 888-679-6377

### ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is 13150 WORLD GATE DR, HERNDON VA 20170 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender:

AMERICA'S WHOLESALE LENDER

Borrower(s):

MARILYNN ENGLISH, AN UNMARRIED WOMAN

Date of Mortgage:

3/21/2003 \$315,750.00

Original Loss Amount: \$

Recorded in Essex County, NJ on: 4/2/2003, book 8791, page 537 and instrument number 752837

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on

5/27/11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,

INC.

Chester Levings, Assistant Secretary

State of California County of Ventura

On My 177011 before me, Evette Ohanian, Notary Public, personally appeared Chester Levings, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/he/their authorized capacity(iss), and that by his/he/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

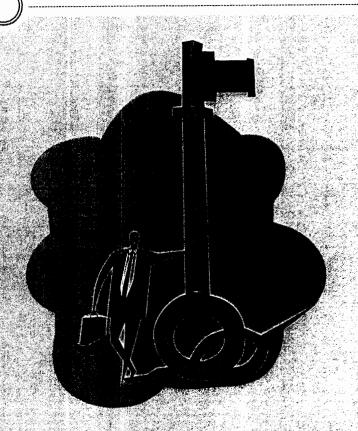
Notary Public: Evette Ohanian

My Commission Expires: 12/27/2011

(Scal)

## IMPORTANT: The Key

 The key to the problems regarding foreclosures of mortgages are the ASSIGNMENTS of mortgage.



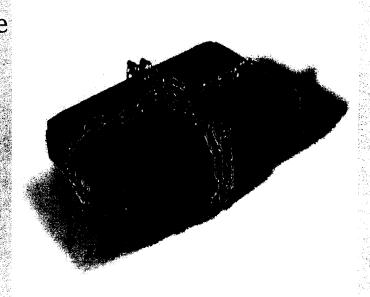
## IMPORTANT: The Key



- Assignments of mortgage operate to transfer ownership of the mortgage from one bank to another.
- You sue on the note but foreclose under the mortgage.

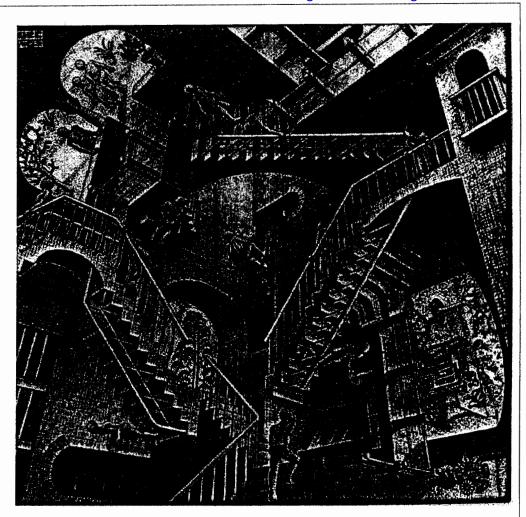
## What if there is no valid assignment?

- A valid assignment transfers the ownership of the mortgage and allows the assignee of the assignment to begin a foreclosure action.
- Only the holder/owner of the note and mortgage can institute a foreclosure action if the homeowner stops making their mortgage payments.

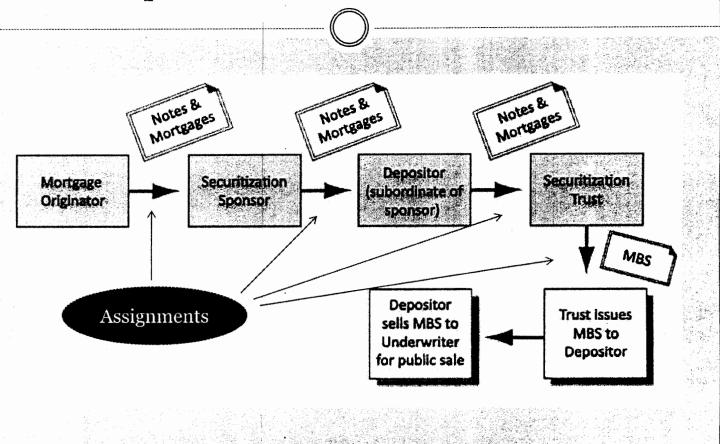


If the mortgage is not properly assigned....

the result is chaos.

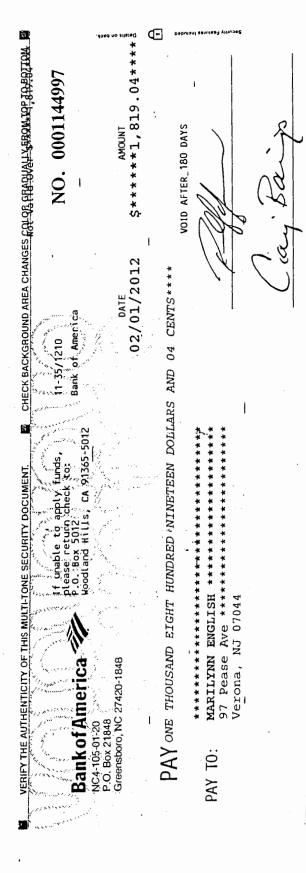


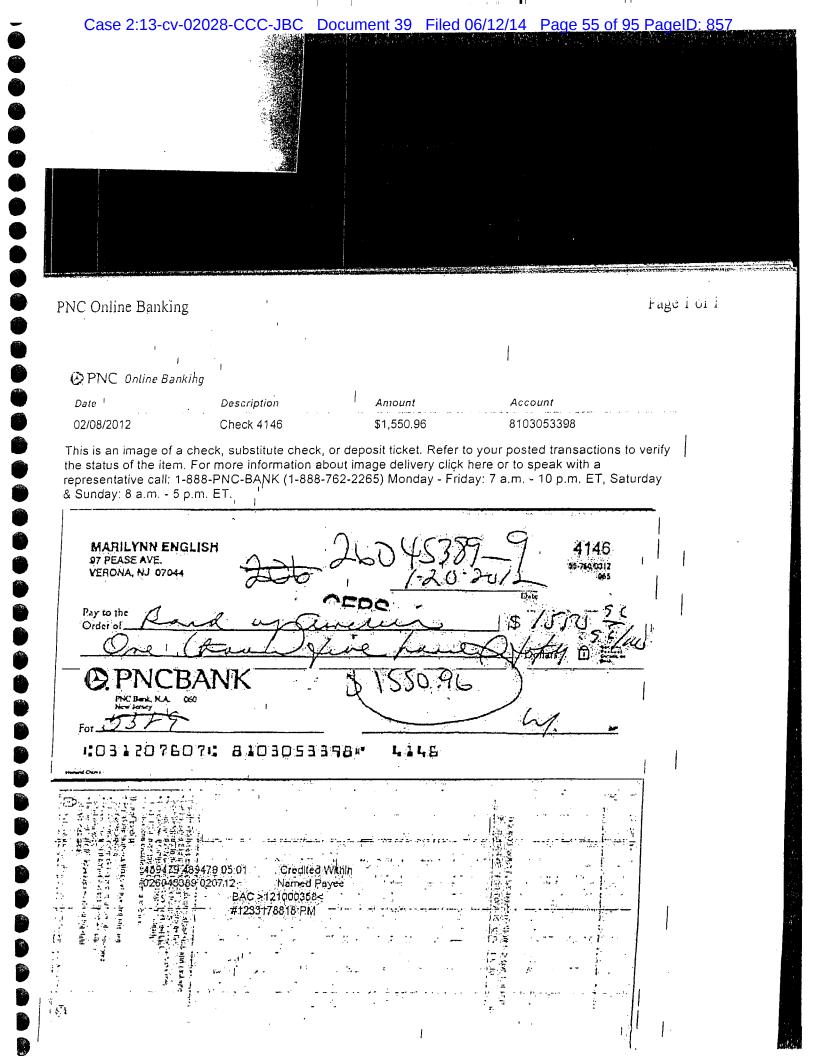
## The Paperwork in Securitization Process



Source: Oversight Panel Oversight Report, Examining the Consequences of Mortgage Irregularities for Financial Stability and Foreclosure Milgation

Case 2:13-cy-02028-CCC\_IBC MARILYNN ENGLISH 97 PEASE AVE. VERONA, NJ 07044 3780 For 026045-345 :031207607: B103053398# ,3780





MARILYNN ENGLISH 97 Pease Ave Verona, NJ 07044

Partial payment check Loan# 26045389

NO. 0001272241

Bank of America .11-35/1210

If unable to apply funds, please return check to: P.O. Box 5012 Woodland Hills, CA 91365-5012

this of America

105-01-20 Box 21848 rsboro, NC 27420-1848

03/02/2012

\$\*\*\*\*\*\$6.950.1\*\*\*\*

AMOUNT

VOID AFTER 180 DAYS

Œ

AY ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 96 CENTS\*\*\*

\*\*\*\*\*\*\*\*\*\*\*\*\*

MARILYNN ENGLISH \*\*\*\*\*\*\*\*\*\*\*\*\*

97 Pease Ave \*\*\*\*\*\*\*\*\*\*\*\*\* Verona, NJ 07044

June 18, 2012

Marilynn English 97 Pease Avenue Verona, New Jersey 07044

For Property Address 97 Pease Avenue Verona, New Jersey 07044

Mortgage Loan Number 26045389

Sent via Certified Mail Nos. 7011 0110 0000 8470 4819, 7011 2970 0000 3012 0821, 7011 2970 0000 3012 0838, And 7011 2970 0000 3012 0845

#### NOTICE OF DEFAULT

BANK(S:) Fannie Mae, Freddie Mac

HOMEOWNER: Marilynn M. English
and/or Bank of America N.A.

This is a notice that the Bank of America N.A. (BOA) and/or Federal National Mortgage Association (Fannie Mae(FNMA)) and/or Federal Home Loan Mortgage Corporation Association (Freddie Mac/FHLMC) have defaulted on their claim on the above Mortgage in full accordance with the Administrative Procedures Act of 1946 for the property described as:

Legal Description: Essex County Registry of Deed Book 8701 Page 537

BOA and/or Fannie Mae and/or Freddie Mac were given more than 30 days to present to the Homeowner proof of claim to the Homeowner's Verification of Proof of Claim. BOA and/or Fannie Mae and/or Freddie Mac were unable to produce proof of claim, therefore, BOA and/or Fannie Mae and/or Freddie Mac cannot be a party to enforce the security instrument pursuant to U.C.C ARTICLE 3-.§3-301, the Real Estate Settlement Procedures Act (RESPA) and all applicable state and federal law.

Pursuant to U.C.C. – ARTICLE 3-§3-302, Homeowner is entitled to verify through visual inspection "THE ORIGNAL WET INK SIGNATURE PROMISSORY NOTE" upon demand. A photocopy of the instrument does not constitute proof of claim.

Pursuant to U.C.C. – ARTICLE 3-§3-302, BOA and/or Fannie Mae and/or Freddie Mac were requested to provide proof that they are the Note Holder of Due Course and a Real Party in Interest. A photocopy of the instrument is not sufficient proof of holder in Due Course, valid chain of assignment, or that BOA and/or Fannie Mae and/or Freddie Mac are a real party in interest.

BOA and/or Fannie Mae and/or Freddie Mac were asked specifically to clarify via affidavit or bank assay stipulating whether or not they are a creditor following Generally Accepted Accounting principles (GAAP), whereby true double entry book accounting was performed in issuing the loan showing a debit against the Bank's assets as a result of the alleged loan. BOA and/or Fannie Mae and/or Freddie Mac failed to provide GAAP accounting as required. BOA and/or Fannie Mae and/or Freddie Mac have agreed that the balance on said account is \$0.00.

BOA and/or Fannie Mae and/or Freddie Mac were informed that failure to provide proof as requested will result in an administrative default.

As of this date, BOA and/or Fannie Mae and/or Freddie Mac have not answered the Homeowner's written request point by point as required by law.

Owner on title hereby declares that the mortgage of BOA and/or Fannie Mae and/or Freddie Mac is null and void.

BOA and/or Fannie Mae and/or Freddie Mac are hereby notified that they are in default and can no longer lay claims on this property or the Homeowner.

BOA and/or Fannie Mae and/or Freddie Mac are hereby given notice that they have 72 hours upon certified receipt of this Notice to enter a rebuttal by showing Verification of Proof of Claim as required. Failure to enter a rebuttal means that the BANK(s) and/or Fannier Mae and Freddie Mac admit(s) to having no claims to this Mortgage and thereby "forever" releases all claims against the Homeowner and this property. BOA and/or Fannie Mae and/or Freddie Mac will have entered a "no contest" to this notice.

After the 72 hours, BOA and/or Fannie Mae and/or Freddie Mac will have exhausted their administrative remedy on this final public filing. BOA and/or Fannie Mae and/or Freddie Mac can no longer lay claim on Homeowner or this property from that date forward.

If BOA and/or Fannie Mae and/or Freddie Mac's Trustee/Attorney attempt to sell or foreclose on this property after this default declaration, then they do so knowing they have no standing or right of enforcement. Therefore, doing so will make them guilty of

extortion, theft and fraud, including fraud upon the court. All felonies punishable with prison terms.

Should BOA and/or Fannie Mae or Freddie Mac's Trustee/attorney attempt to proceed with a foreclosure action, they do so at their full commercial liability and shall be named a co-defendant against them in a wrongful foreclosure civil action for 3x the loan amount.

Marilynn M. English

June 18, 2012

STATE OF NEW JERSEY

**ESSEX COUNTY** 

Swom and Surscribed to Before Me tous 18th Day of Jove, 2012

ATTO-NEY AT LAW, STATE OF N.I

Case 2:13-cv-02028-CCC-JBC Document 39 Filed 06/12/14 Page 62 of 95 PageID: 864

Phone:

215-569-5572

Fax:

215-832-5572

Email:

MMcguigan@blankrome.com

January 10, 2012

Marilynn English 97 Pease Avenue Verona, NJ 07044

Re:

Borrower(s): Marilynn English (the "Borrower").

Property Address: 97 Pease Avenue, Township of Verona, NJ 07044

Loan Number(s) ending in: 5389 (the "Loan")

Dear Ms. English:

This firm represents Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP ("Bank of America"), for the sole purpose of responding to your correspondence dated December 9, 2011 (the "Letter"). In the Letter you request information regarding the Loan. Although couched as a "qualified written request," the information requested in the Letter goes well beyond that which is available through a qualified written request made under 12 U.S.C. §2605 ("QWR").

As you may be aware, a QWR is a written correspondence which includes a statement of specific reasons why the borrower believes that its account is in error and which provides sufficient detail to allow the servicer of the loan to review the borrower's account to determine whether there were errors made in connection with the account, and to either make appropriate corrections where errors were made or explain to the borrower why the servicer believes the account is accurate. A QWR is not a vehicle for a borrower to obtain confidential information concerning the lender's business practices, trade secrets or other proprietary information, nor can it be used to support a fishing expedition for documents that may support a claim or as a mechanism for seeking any other information which does not relate specifically to the borrower's loan. The Letter seeks information which goes well beyond that which is available through a QWR, while failing to provide any of the necessary detail regarding any specific error(s) made by the servicer in connection with the Loan.

Although the Letter is overly broad, unduly burdensome and not in conformity with 12 U.S.C. §2605, we reviewed Bank of America's file documents in an attempt to obtain information responsive to those of your inquiries which were consistent with 12 U.S.C. §2605. We will address those of your inquiries which require a response as follows:

1. The current interest rate is 5.000%.

One Legan Scie 30 North 18th Street Philadelph 3, PA 19103-699 www.BlankRome.com

Shanone:

January 10, 2012 Page 2

- 2. The current owner of the note is Fannie Mae, whose address is 13150 World Gate Drive, Herndon, VA 20170.
- 3. See response to paragraph 2 above for information concerning the current owner of the note. The remainder of this request is respectfully declined, as it seeks documentation and/or information beyond that which is available through a "qualified written request" made under 12 U.S.C. §2605.
- 4. This request is respectfully declined, as it seeks documentation and/or information beyond that which is available through a "qualified written request" made under 12 U.S.C. §2605.
- 5. Bank of America has serviced the Loan since January 1, 2009.
- 6. The previous servicer of the Loan was Countrywide Home Loans Servicing, LP.
- 7. Enclosed is a Payment History that lists the transactions relating to this Loan during Bank of America's servicing. Please note this history provides pertinent information on payments received, tax and insurance payments disbursed, funds in the suspense/unapplied funds balance, and late charges assessed and paid. There are no codes used in the Payment History that require specific definitions. To date, the fees that have been charged against the account that are not reflected in the Payment History are as follows: inspection fees of \$162.00; return payment fees of \$20.00; and BPO fees of \$190.00.
- 8. See the enclosed Payment History.
- The arrears for the Loan are as follows: total outstanding monthly interest payments.
  \$29,024.24; total outstanding monthly principal payments, \$40,889.80; and total outstanding fees of \$372.00.
- See the enclosed Payment History.
- 11. See the enclosed Payment History and response to paragraph 7 above.
- 12. The current monthly escrow payment of \$851.37 is comprises of the following: a county tax payment of \$449.40; a hazard insurance payment of \$142.44; a shortage payment of \$86.74; and a reserve requirement of \$172.79.
- 13. See the enclosed Payment History.
- 14. See the enclosed Payment History and response to paragraph 7 above. Per the terms and conditions of the aforementioned documents, forced placed insurance, also known as lender secured insurance, can be secured by the lender if notification is received via

Case 2:13-cv-02028-CCC-JBC Case 2:13-cv-02028-CCC-JB	Docum C Docu	ent 39 F ment 27	iled 06/12 Filed 12/1	/14 Page 64 ( 8/13 Page 60	of 95 PageID: 866 of 90 PageID: 495
111/1	1	1 .	l		
		1	i	•	
1		1		Ban	k'of America 🤎
'   				Home	Loans
	· · · · · ·			<del></del>	400 National Way
			1	11	Mailstop CA6-919-02-22 Simi Valley, CA 93065
			,		
November 19, 2012	1		1		
710 VOILIBOT 17, 2012	1		1	, ,	
1					
l Marilynn English	l				
97 Pease Avenue Township of Verona, NJ	07044		1	١.	
l companies of verona, Na	07044	:	ι ,	i	,
Re:   Property Address:	07 Page	Vyariya To	unahin of V	Orona NII 07044	<b>'</b> .
Loan Number End			wiisiiip oi v	1 · ·	1, 1
Dear, Ms. English:	1	: '		1	. 1
i l	ı		ı		· 1
We are in receipt of you November 8, 2012, by Ba	r correspon	ndence dat erica N A	ed Novemb	er 3, 2012, which	ch was received on
Servicing, LP, regarding th			, 25 5000055		DAC HOME Loans
You'requested information	regarding t	he Owner	of the Note t	For this book whi	ah is as fallows:
1 ou requested information	Acgarding (	ilijie Owner (	or the rote r	or this loan, whi	on is as follows:
			ortgage Asso Avenue, N	• 1	
		nington, DO	20016-289		
		1.800.73	2.6643	. /	•
The concerns addressed in	your corr	espondenc	e require fu	orther detailed a	nalysis. We will
respond to your request after	we have c	ompleted o	u <del>r inve</del> stigat	ion.	
If you have any questions in t	the interim	, please cor	itact Christin	na Argo at: 1.80	5.578.4974
extension 84974	1			, , , ,	
Sincerely,	•				
Cindy Repreza		t		1 . 1	. 4
Gindy Repreza Litigațion Specialist II	,	. '		1	r .
Qualified Written Request	:	١		·	1.11
		,		1	· 1
		. ,		ı	
			1		1
1 1 1	;	I	1.		

Case 2:13-cv-02028-CCC-JBC Document 39 Filed 06/1/2/13 Ppage 95/195/P5/Page 4008680 case 2:13-cv-02028 CC-JAD Document 4-2 Filed 048/13 Page 15 of 18 PageID: 76 LOAN #: REDACTED 5389 Propated by: DEBORAH L WAHLERS NOTE ORIGINAL **HEW JERSEY** PARSIPPANY MARCH 21, 2003 [Siric] [City] [Date] 97 PEASE AVE, TOWNSHIP OF VERONA, NJ 07044 (Property Address) 1. DORROWER'S PROMISE TO PAY In return for a loan that I have received, I promise to pay U.S. \$ 315,750.00 called (this amount is "Principal"), plus interest, to the order of the Lender. The Lender is . AMERICA'S WHOLESALE LENDER I will make all payments under this Note in the form of each, check or money order. I understand that the Lender may transfer this Note-The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder." 2. INTEREST Interest will be charged on unpoid principal until the full amount of Principal has been paid. I will pay interest at a yearly 5.000 %. ure of The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note. PAYMENT'S (A) Time and Place of Payments I will pay principal and interest by making a payment every month. day of each month beginning on I will make my monthly payment on the FIRST . I will make these payments every month until I have paid all of the principal and interest and day other charges described below that I may owe under this Note. Each monthly payment will be applied as of its schedeled due date and will be applied to interest before Principal. If, oh APRIL 01, 2018 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date." I will make my monthly payments at P.O. Box 660694, Dallas, TX 75266-0694 or at a different place if required by the Note Holder. (B) Amount of Monthly Payments My monthly payment will be in the amount of U.S. \$2, 496.93 4. BORROWER'S RIGHT TO PREPAY I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note. I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. -5. LOAN CHARGES If a law, which applies to this loar and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a parual Prepayment.
6. BORROWER'S FAILURE TO PAY AS REQUIRED (A) Late Charge for Overdue Payments If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment (B) Detaitl If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. MULTISTATE FIXED RATE NOTE-Single Family-Fannia Mass/Freddie Mac UNIFORM INSTRUMENT VMP MORTGAGE FORMS - (800)521-7201 -5N (0207) CHL (08/02)(d) 19 Page 1 of 2 Form 3200 1/01

		9/20/4	011 2:16:		PAGE :	17/080	886-294-	
	:13-cv-0202	BCC-1AD	Documen	it 4-2	Filed 0488	'13 Page	17 of 18 Pa	geID:
	15-64-02020		Journal	–		J	LOAN #: R	ndacted5
· i Noti	Default		1	. •				
.1 nm li .a date ti	i default, the Note he Noto Halder ma	Holder may : y require me	send me a writt to pay immedit	en nouce niely the	toll amount of	rincipal wh	ich has not been	ប់ក្យុព្យ នេះ លោកការព
, interest the	t I owe on that an	ount. That di	ite must be ut le	esst 30 d	ays after the do	te on which	the notice is mai	lod to r
livered by otو								•
Even if, a	ta time when I am	n in default, th	e Note Holder	does not	reguire me to pa	y immediate	ly in full as descr	ก่ไรย์ ลโ
the Note Holds	r will still have Ille	e right to do se	o if I am in defa					
(E) Jaym	ent of Note Holde e Holder has requir	er's Costs and	immediately in	full ne d	escribed above	the Note Ho	Wee will have the	e right
naid back by n	ne for all of its cos	sis and expen	ses in enforcing	this No	to to the extent	not prohibit	ed by applicable	law. T
expenses include	ie, for example, rec			•		•	. 1	
7. GIVING O	F NOTICES plicable law requir	a different	l markad any	oda- tho	t must be misses	i io mailiada	e thin Note will b	ما منابع
	by mailing it by fi							
Holder a notice	of my different ad	dress.	1				Į.	,
	e that must be give							
class mail to the different addres	Note Holder at il	he address sta	ted in Section 3	ιοἰαι (Α)	'e oi at a diffen	eni address i	i i sta Rineu u uo	ice of
	». Ons of Persoi	S UNDER T	THIS NOTE		ſ		1 .	
Tr more the	un one person sign	n this Note, c	ach person is fi					
	fing the promise to							
	o do these things. A his Note, is also ob							
	against each perso							
pay all of the an	onuts owed nuder	this Note.		•	-			
	other person who	has obligacio	ns under this N	Jote wai	ve the rights of	Presentiner	n and Notice of	Disho
	eans the right to re						ice of Dishonor"	means
	ne Note Holder to p SECURED NOT		other persons th	իսն առուս	nts due have no	t been poid.		
	s a uniform ingrur		ited variations.	in some j	iurisdictions. In	addition to	the protections gi	ven to
	er this Note, a Mo							
	is the Note Holder ity Instrument des							
Tof all amounts I o				01101110111		fen in nmve	minientare byan	PC(11 111
	,	b. Souds of the	ose conditions u					
If a	l or any part of the	Property or	any Interest in t	re descri lie Prope	bed as follows; ny is sold or u			ol
a uuman Ita	l or any part of the person and a ben	Property or a	any Interest in t st in Borrower	re descri lie Prope is sold	bed us follows: ny is sold or us or ususferred)	without Len	der's prior writte	ol en
If a a nammal consect,	l or any part of the person and a ben Lender may requi	Property or a reficial intere iro immediate	any Interest in t st in Borrower s payment in f	re descri lie Prope is sold full of al	bed as follows; my is sold or un or unaferred) I sums secured	without Lon	der's prior writte curity Instrumen	ol on
If a a natural consent, However If L	I or any part of the person and a ben Lender may require, this option shall needer exercises this	e Property or a neficial intere- ire immediate not be exercise s aption, Lend	any Interest in to st in Borrower o payment in f ed by Lender if to ler shall give Bo	re descri lie Prope is sold full of al such exer orrower r	bed as follows; my is sold or us or ususferred) I sums secured clse is probibit notice of acceler	without Len by this Se d by Applic auon, The n	der's prior writte curity Instrumen able Law, ouce shall provid	ot en iL
If a a natural consent, However If L a period o	It or any part of the person and a ben Lender may regul this option shall nender exercises this of not less than 30	e Property or a neficial intere- ire immediate not be exercise s option, Lene- days from the	any Interest in the string and in Borrower to payment in feel by Lender if a ler shall give But a date the notice	re descri	bed as follows; riy is sold or m or mansferred) I sums secured relse is prohibit notice of accele in in accordance	without Lend by this Seed by Application. The new with Section	der's prior writte curity Instrumen able Law, ouce shall provid n 15 within whic	ot en iL la
If a natural consent, However, If L a period of Borrower expiration	If or any part of the person and a ben Lender may required, this option shall nender exercises this of not less than 30 must pay all sums of this period, Lender Le	e Property or reficial intere- ire immediate inc the exercise option, Lend days from the executed by the other may investigate or the executed by the other may be executed by the	any Interest in the string payment in for payment in for the payment in for the string payment in the string p	we describle Properties sold full of all such exercises or fower received in the such	bed as follows; rry is sold or more transferred) I sums secured relse is prohibit notice of acceler in in accordance of Borrower fuil	without Lend by this Seed by Application. The new with Sections to pay these	der's prior writte curity Instrumen able Law. otice shall provid n 15 within whice sums prior to th	ot en iL la :h
If a natural consent, However, If L a period of Borrower expiration	If or any part of the person and a ben Lender may regul, this option shall nender exercises this of not less than 30 must pay all sums	e Property or reficial intere- ire immediate inc the exercise option, Lend days from the executed by the other may investigate or the executed by the other may be executed by the	any Interest in the string payment in for payment in for the payment in for the string payment in the string p	we describle Properties sold full of all such exercises or fower received in the such	bed as follows; rry is sold or more transferred) I sums secured relse is prohibit notice of acceler in in accordance of Borrower fuil	without Lend by this Seed by Application. The new with Sections to pay these	der's prior writte curity Instrumen able Law. otice shall provid n 15 within whice sums prior to th	ot en iL la :h
If a natural consent, However, If L a period of Borrower expiration	If or any part of the person and a ben Lender may required, this option shall nender exercises this of not less than 30 must pay all sums of this period, Lender Le	e Property or reficial intere- ire immediate inc the exercise option, Lend days from the executed by the other may investigate or the executed by the other may be executed by the	any Interest in the string payment in for payment in for the payment in for the string payment in the string p	we descri- lie Prope is sold full of all such exer- orrower rese is give rument. I es permit	bed as follows; my is sold or tro or transferred) I sums secured cless is prohibit notice of accelent in accordance if Borrower full ted by this Secu	without Lend by this Seed by Applic ation. The new with Sections to pay these rity Instrument	der's prior writte curity Instrumen able Law. otice shall provid n 15 within whice sums prior to th	ot en iL la :h
If a natural consent, However, If L a period of Borrower expiration	If or any part of the person and a ben Lender may required, this option shall nender exercises this of not less than 30 must pay all sums of this period, Lender Le	e Property or reficial intere- ire immediate inc the exercise option, Lend days from the executed by the other may investigate or the executed by the other may be executed by the	any Interest in the string payment in for payment in for the payment in for the string payment in the string p	we descri- lie Prope is sold full of all such exer- orrower rese is give rument. I es permit	bed as follows; try is sold or tro or transferred) I some secured telse is prohibit notice of accelet in accordance if Borrower full ted by this Secu	without Len I by this Se ed by Applic ation. The n with Sectio to pay these rity Instrume	der's prior writte curity Instantan able Law. ouice shall provid a 15 within whice sums prior to the curt without further	ot on it.
If a natural consent, However, If L a period of Borrower expiration	If or any part of the person and a ben Lender may required, this option shall nender exercises this of not less than 30 must pay all sums of this period, Lender Le	e Property or reficial intere- ire immediate inc the exercise option, Lend days from the executed by the other may investigate or the executed by the other may be executed by the	any Interest in the string payment in for payment in for the payment in for the string payment in the string p	we descri- lie Prope is sold full of all such exer- orrower rese is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Len I by this Se ed by Applic ation. The n with Secrio s to pay these rity Instrume	der's prior writte courly Instrumen able Law, ouice shall provid a 15 within whice sums prior to the ent without furthe	ot en il. do th
If a natural consent, However, If L a period of Borrower expiration	If or any part of the person and u ben Lender may required, this option shall nender exercises this of not less than 30 must pay all sums of this period, Lender Le	e Property or reficial intere- ire immediate inc the exercise option, Lend days from the executed by the other may investigate or the executed by the other may be executed by the	any Interest in the string payment in for payment in for the payment in for the string payment in the string p	we descri- lie Prope is sold full of all such exer- orrower rese is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Len I by this Se ed by Applic ation. The n with Secrio s to pay these rity Instrume	der's prior writte courly Instrumen able Law, ouice shall provid a 15 within whice sums prior to the ent without furthe	ot en il. do th
If a natural consent, However, If L a period of Borrower expiration	If or any part of the person and u ben Lender may required, this option shall nender exercises this of not less than 30 must pay all sums of this period, Lender Le	e Property or reficial intere- ire immediate inc the exercise option, Lend days from the executed by the other may investigate or the executed by the other may be executed by the	any Interest in the string payment in for payment in for the payment in for the string payment in the string p	we descri- lie Prope is sold full of all such exer- orrower rese is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Len I by this Se ed by Applic ation. The n with Secrio s to pay these rity Instrume	der's prior writte courly Instrumen able Law, ouice shall provid a 15 within whice sums prior to the ent without furthe	ot en il. do th
If a natural consent, However, If L a period of Borrower expiration	If or any part of the person and u ben Lender may required, this option shall nender exercises this of not less than 30 must pay all sums of this period, Lender Le	e Property or reficial intere- ire immediate inc the exercise option, Lend days from the executed by the other may investigate or the executed by the other may be executed by the	any Interest in the string payment in for payment in for the payment in for the string payment in the string p	we descri- lie Prope is sold full of all such exer- orrower rese is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Len I by this Se ed by Applic ation. The n with Secrio s to pay these rity Instrume	der's prior writte courly Instrumen able Law, ouice shall provid a 15 within whice sums prior to the ent without furthe	ot en il. la ih ee
If a natural consent, However, If L a period of Borrower expiration	If or any part of the person and u ben Lender may required, this option shall nender exercises this of not less than 30 must pay all sums of this period, Lender Le	e Property or reficial intere- ire immediate inc the exercise option, Lend days from the executed by the other may investigate or the executed by the other may be executed by the	any Interest in the string payment in for payment in for the payment in for the string payment in the string p	we descri- lie Prope is sold full of all such exer- orrower rese is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Len I by this Se ed by Applic sation. The n with Sectio s to pay these rity Instrume DRDER OF VATHOUT F VATH	der's prior writte courtry Instrument able Law. Ouice shall provide the sums prior to the cent without further the without further the sum of the	ot en il. do th
If a natural consent, However, If L a period of Borrower expiration	If or any part of the person and u ben Lender may required, this option shall nender exercises this of not less than 30 must pay all sums of this period, Lender Le	e Property or reficial intere- ire immediate inc the exercise option, Lend days from the executed by the other may investigate or the executed by the other may be executed by the	any Interest in the string payment in for payment in for the payment in for the string payment in the string p	we descri- lie Prope is sold full of all such exer- orrower rese is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	deu's prior writte courty Installine nable Law. Ouice shall provide n 15 within whice sums prior to the cent without further the least state of th	ot en il. do th
If a natural consent, However, If L a period of Borrower expiration	If or any part of the person and u ben Lender may required, this option shall nender exercises this of not less than 30 must pay all sums of this period, Lender Le	e Property or reficial intere- ire immediate inc the exercise option, Lend days from the executed by the other may investigate or the executed by the other may be executed by the	any Interest in the string payment in for payment in for the payment in for the string payment in the string p	we descri- lie Prope is sold full of all such exer- orrower rese is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	deu's prior writte courty Installine nable Law. Ouice shall provide n 15 within whice sums prior to the cent without further the least state of th	ot en il. do th
If a natural consent, However, If L a period of Borrower expiration	If or any part of the person and u ben Lender may required, this option shall nender exercises this of not less than 30 must pay all sums of this period, Lender Le	e Property or reficial intere- ire immediate inc the exercise option, Lend days from the executed by the other may investigate or the executed by the other may be executed by the	any Interest in the string payment in for payment in for the payment in for the string payment in the string p	we descri- lie Prope is sold full of all such exer- orrower rese is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	der's prior writte courly Instrumen able Law, ouice shall provid a 15 within whice sums prior to the ent without furthe	ot en il. do th
If a natural consent, However, If L a period of Borrower expiration	If or any part of the person and u ben Lender may required, this option shall nender exercises this of not less than 30 must pay all sums of this period, Lender Le	e Property or reficial intere- ire immediate inc the exercise option, Lend days from the executed by the other may investigate or the executed by the other may be executed by the	any Interest in the string payment in for payment in for the payment in for the string payment in the string p	we descri- lie Prope is sold full of all such exer- orrower rese is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	deu's prior writte courty Installine nable Law. Ouice shall provide n 15 within whice sums prior to the cent without further the least state of th	ot en il. do th
a natural consent, However If Le a period o Borrower expiration notice or o	I or any part of the person and a ben Lender may require this option shall needer exercises this of not less than 30 must pay all sums of this period, Let Jemand on Borrow	e Property or neficial intere- ire immediate into the exercise of the exercise	any Interest in the string Borrower to payment in feel by Lender if the stall give Be a date the notice is Security Instance any remediate	is sold is sold ille Prope is sold ill of all such excuorrower r ie is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	deu's prior writte courty Installine nable Law. Ouice shall provide n 15 within whice sums prior to the cent without further the least state of th	ot en il. do th
If a natural consent, However, If L a period of Borrower expiration	I or any part of the person and a ben Lender may require this option shall needer exercises this of not less than 30 must pay all sums of this period, Let Jemand on Borrow	e Property or neficial intere- ire immediate into the exercise of the exercise	any Interest in the string Borrower to payment in feel by Lender if the stall give Be a date the notice is Security Instance any remediate	is sold is sold ille Prope is sold ill of all such excuorrower r ie is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	deu's prior writte courty Installine nable Law. Ouice shall provide n 15 within whice sums prior to the cent without further the least state of th	ot en il. do th
If a a natural consent, However, If L. a period of Borrower expiration notice or a	I or any part of the person and a ben Lender may require this option shall needer exercises this of not less than 30 must pay all sums of this period, Let Jemand on Borrow	e Property or neficial intere- ire immediate into the exercise of the exercise	any Interest in the string Borrower to payment in feel by Lender if the stall give Be a date the notice is Security Instance any remediate	is sold is sold ille Prope is sold ill of all such excuorrower r ie is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	deu's prior writte courty Installine nable Law. Ouice shall provide n 15 within whice sums prior to the cent without further the least state of th	OUS AND OUS AN
a natural consent, However If Le a period o Borrower expiration notice or o	I or any part of the person and a ben Lender may require this option shall needer exercises this of not less than 30 must pay all sums of this period, Let Jemand on Borrow	e Property or neficial intere- ire immediate into the exercise of the exercise	any Interest in the string Borrower to payment in feel by Lender if the stall give Be a date the notice is Security Installate any remediate any remediate the stall give any remediate the stallate and remediate	is sold is sold ille Prope is sold ill of all such excuorrower r ie is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	der's prior writte courty Installine nable Law, ouice shall provide a 15 within whice sums prior to the cent without further the control of the country of t	OUS ALL
If a a natural consent, However, If L. a period of Borrower expiration notice or a series of the ser	I or any part of the person and a ben Lender may require this option shall needer exercises this of not less than 30 must pay all sums of this period, Let Jemand on Borrow	e Property or neficial intere- ire immediate into the exercise of the exercise	any Interest in to st in Borrower to payment in feel by Lender if a ler shall give Be to date the notice bis Security Instance any remediate the state of the sta	is sold is sold ille Prope is sold ill of all such excuorrower r ie is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	der's prior writte courty Installine nable Law, ouice shall provide a 15 within whice sums prior to the cent without further the control of the country of t	OUS AND OUS AN
If a a natural consent, However, If L. a period of Borrower expiration notice or a series of the ser	I or any part of the person and a ben Lender may require this option shall needer exercises this of not less than 30 must pay all sums of this period, Let Jemand on Borrow	e Property or neficial intere- ire immediate into the exercise of the exercise	any Interest in to st in Borrower to payment in feel by Lender if a ler shall give Be to date the notice his Security Instance any remediate the notice of the security Instance and remediate the security Instance and Instance In	is sold is sold ille Prope is sold ill of all such excuorrower r ie is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	der's prior writte courty Installine nable Law, ouice shall provide a 15 within whice sums prior to the cent without further the control of the country of t	OUS DLESAL OUS DLESAL ON Sea
If a a natural consent, However, If L. a period of Borrower expiration notice or a series of the ser	I or any part of the person and a ben Lender may require this option shall needer exercises this of not less than 30 must pay all sums of this period, Let Jemand on Borrow	e Property or neficial intere- ire immediate into the exercise of the exercise	any Interest in to st in Borrower to payment in feel by Lender if the stall give Be a date the notice his Security Install the stall give any remediate the stall give and stall give any remediate the stall give any reme	is sold is sold ille Prope is sold ill of all such excuorrower r ie is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	der's prior writte courly Instrumen able Law. ouice shall provid in 15 within whice sums prior to the cent without further the continuous for the continuous flowers. INC. IOANS. IOANS. INC. IOANS. IOAN	OUS ALL SCALL SCAL
If a a natural consent, However, If L. a period of Borrower expiration notice or a series of the ser	I or any part of the person and a ben Lender may require this option shall needer exercises this of not less than 30 must pay all sums of this period, Let Jemand on Borrow	e Property or neficial intere- ire immediate into the exercise of the exercise	any Interest in to st in Borrower to payment in feel by Lender if the stall give Bee date the notice his Security Install to the security Install to t	is sold is sold ille Prope is sold ill of all such excuorrower r ie is give rument. I es permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	der's prior writte courly Installed and Installed and olice shall provide a sums prior to the continuous further without further and an arrangement of the course of the c	OUSANDIN (Sea
If a a natural consent, However, If I a periode Borrower expiration notice or a superiod by the superiod by th	I or any part of the person and a ben Lender may recruit, this option shall nender exercises this of not less than 30 must pay all sums to of this period, Lender and on Borrow	e Property or neficial intere- ire immediate into the exercise of the exercise	any Interest in to st in Borrower to payment in feel by Lender if the shall give Bee date the notice his Security Instance any remediate the any remediate the state of the shall give any remediate the shall give any rem	is edescription of the Proper is sold full of all such executives or the is give the interest. It is permit if the permit is permit in the permit in the permit is permit in the permit in the permit is permit in the permit in the permit in the permit is permit in the permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	der's prior writte courly Instrumen able Law. ouice shall provid in 15 within whice sums prior to the cent without further the continuous for the continuous flowers. INC. IOANS. IOANS. INC. IOANS. IOAN	OUSAL OUSAL OUSAL OUSAL OUSAL OUSAL OUSAL OUSAL OUSAL
If a a natural consent, However. If L a period of Borrower expiration notice or a superiod of the superiod of	I or any part of the person and a ben Lender may require this option shall needer exercises this of not less than 30 must pay all sums of this period, Let Jemand on Borrow	e Property or neficial intere- ire immediate into the exercise of the exercise	any Interest in to st in Borrower to payment in feel by Lender if the stall give Bee date the notice his Security Install to the security Install to t	is edescription of the Proper is sold full of all such executives or the is give the interest. It is permit if the permit is permit in the permit in the permit is permit in the permit in the permit is permit in the permit in the permit in the permit is permit in the permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	der's prior writte courly Installed and Installed and olice shall provide a sums prior to the continuous further without further and an arrangement of the course of the c	OUSAL  CSeal  Borrows  (Seal  Borrows  All Only
If a a natural consent, However, If I a periode Borrower expiration notice or a superiod by the superiod by th	I or any part of the person and a ben Lender may recruit, this option shall nender exercises this of not less than 30 must pay all sums to of this period, Lender and on Borrow	e Property or neficial intere- ire immediate into the exercise of the exercise	any Interest in to st in Borrower to payment in feel by Lender if the shall give Bee date the notice his Security Instance any remediate the any remediate the state of the shall give any remediate the shall give any rem	is edescription of the Proper is sold full of all such executives or the is give the interest. It is permit if the permit is permit in the permit in the permit is permit in the permit in the permit is permit in the permit in the permit in the permit is permit in the permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	der's prior writte courly Instrumen able Law, ouice shall provid in 15 within whice sums prior to the ent without further without further LOANS. INC.  LOANS. INC.  LOANS. INC.  LOANS. INC.  LOANS. WHO DER FICT THE FICT	OUSAL  CSeal  Borrows  (Seal  Borrows  All Only
If a a natural consent, However, If I a periode Borrower expiration notice or a superiod by the superiod by th	I or any part of the person and a ben Lender may recruit, this option shall nender exercises this of not less than 30 must pay all sums to of this period, Lender and on Borrow	e Property or neficial intere- ire immediate into the exercise of the exercise	any Interest in to st in Borrower to payment in feel by Lender if the shall give Bee date the notice his Security Instance any remediate the any remediate the state of the shall give any remediate the shall give any rem	is edescription of the Proper is sold full of all such executives or the is give the interest. It is permit if the permit is permit in the permit in the permit is permit in the permit in the permit is permit in the permit in the permit in the permit is permit in the permit	bed as follows; rry is sold or troor transferred) I sums secured clise is prohibit notice of acceler in in accordance if Borrower full ted by this Secured	without Lend by this Seed by Application. The new with Sections to pay these rity Instrument PADER OF WATHOUT FOR HOME SINESS UNITED TO THE SINESS UNITED TO	der's prior writte courly Instrumen able Law, ouice shall provid in 15 within whice sums prior to the ent without further without further LOANS. INC.  LOANS. INC.  LOANS. INC.  LOANS. INC.  LOANS. WHO DER FICT THE FICT	OUS ALL SEAL SEAL SEAL SEAL SEAL SEAL SEAL

From: Leslie Larson < LLarson@gleneagletitle.com>

To: 'marilynn english' lishmar@aol.com>

Subject: 2003 refinance signing

Date: Wed, Jun 4, 2014 11:00 am

Glen Eagle Title Agency was the settlement agent for the refinance transaction between Marilynn English and America's Wholesale Lender dated March 21, 2003 in the amount of \$315,750.00. I personally acknowledged/witnessed the signature of Marilynn English on the Mortgage/Note. I have provided copies of the same.

### Leslie Larson

Glen Eagle Title Agency, Inc.

363 Route 46 West

Fairfield, NJ 07004

973-808-2277

please visit www.gleneagletitle.com



# EXHIBIT15a

From: Leslie Larson <LLarson@gleneagletitle.com>

To: 'marilynn english' lishmar@aol.com>

Subject: 2002 refinance signing

Date: Tue, Jun 3, 2014 12:39 pm

Glen Eagle Title Agency was the settlement agent for the refinance transaction between Marilynn English and America's Wholesale Lender dated July 24, 2002 in the amount of \$192,500.00. I personally acknowledged/witnessed the signature of Marilynn English on the Mortgage/Note. I have provided copies of the same.

### Leslie Larson

Glen Eagle Title Agency, Inc.

363 Route 46 West

Fairfield, NJ 07004

973-808-2277

please visit www.gleneagletitle.com



From: Richard Larson [mailto:RLarson@gleneagletitle.com]

Sent: Tuesday, June 03, 2014 11:55 AM

To: Leslie Larson

Subject: FW: good morning

Richard V. Larson

Glen Eagle Title Agency, Inc.

363 Route 46 West

Fairfield, NJ 07004

973-808-2277 (P)

973-808-5008 (F)

www.GlenEagleTitle.com

Prepared by; K. BAATZ

LOAN # 020249689

### NOTE

JULY 24, 2002

FAIRFIELD

**NEW JERSEY** 

[Date!

[City]

(State)

97 PEASE AVENUE, VERONA, NJ 07044

[Property Address]

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ plus interest, to the order of the Lender. The Lender is

(this amount is called "Principal"),

AMERICA'S WHOLESALE LENDER

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6,000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

#### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST

day of each month beginning on

192,500.00

SEPTEMBER 01, 2002 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal, If, on AUGUST 01, 2017 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

4500 Park Granada, Calabasas, CA 91302-1613

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,624.42

#### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal 4t any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

#### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

- (B) Default
- If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.
- (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORM8 - (800)521-7291

Form 3200 1/01

•5N (0005).02

CHL (07/01)

Page 1 of 2







#### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

# (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable automous? fees.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTIC

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



WITNESS THE HAND(S) AND SE	AL(S) OF THE UNDERSIGN	ÆD.
MARILYNN ANGLISH	(Scal) .	(Scal
martin duorisa	-Bullowel	-burtowe
	(Seal) _	(Scal
	-Borrower	-Borrowe

[Sign Original Only]

Case 2:13-cv-02028-CCC-JBC Document 39 Filed 06/12/14 Page 74 of 95 PageID: 876

Case 2:13-cv-02028-CCC-JBC Document 27 Filed 12/18/13 Page 52 of 90 PageID: 487

Copiessi Ferm for	SETTLEMENT STATEMEN	NT TV	U.S. DBI	PARTMENT OF SINO	File Number: 230609	
Transaction science   Select					Loan Number: 026045	339
MARIED FLORES   Marie Vertical Section   Mar	• •				Mir Ing Coor Numbe	•
ADDRESS			Unin At	MINIVAL NO. 230220451	THE THE CASE ISSUED	L
FAMARIO PLENDER:   America's Wholeask Lender   ADDRESS:   180 Tapo Carpon Road, Simil Xulley, CA. 93063-6712   FROMENTY ADDRESS:   197 Pease Avenue, Vercoa, NI 07044   FROMENTY ADDRESS:   197 Pease Avenue, Vercoa, NI 07044   From Pease Avenue, Vercoa, NI 070	NAME OF BORROWER:					
PROCESSON ADDRESS   1800 Tape Carryon Bond, Simil Yallay, CA 24063-6712   Processor Van Company   Pr	ADDRESS:	97 Pease Avenue, Veron	a. NJ 07044-120	6		
FADDRESS	NAME OF LENDER:	America's Wholesale Let	nder			
PROPERTY ACRISES	- ADDRESS:	1800 Tano Canyon Road	I. Simi Valley, C.	A 93063-6712		
Comparison   Com						
Self-Husbert Accident   Gien Lingle   Title Agency, Inc., Phone 9/3-808-2277   Fax 973-808-5008	<b>D</b>		of Essex, Borou	gh of Verona		
PHANE CR SETTI ANDRE   SOLVE 64 Mest Fairfield   N. 197004   DISQUISSEMENT DATE   03/26/2003		Li Other Roal Famio		- 072 808 2277 F.	072 809 5008	
Lear Number: QCOMS-3589   SETTLEMENT DATE   03/21/2003   DISRUSEMENT DATE   03/26/2003	SETTLEMENT AGENT:			one 9/3-808-2277 Fax	1973-808-3008	
Sedimental Chemical   Sedimental Chemical Chemi	PLACE OF SETTLAMENT:					
Discriment Deposition in Commonistion with Loans	Loan Number: 026045389	SETTLEMENT DA	TE: 03/21/2003		T.DATR: 03/26/2	003
Discriment Deposition in Commonistion with Loans	Settlement Charges			M. Disbursement to Othe	.05	
10.1.com (Chronico Reco (1000))  1.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0		ith Loan				188,696.5
131, 73   Accounted   120 Ma. America's Wildshould Landow   324, 62   100 Payer's 165902   131, 73   Accounted   120 May   120 May   130 May   1	•	The second second		, ,		
10.   Coult Present   10.					ana Sarvicino III	× 22 - 112
Second Cheese   Languing   Lang	02. Loan Discount 0.125% to America's	Wholesain Lendor V	394.6			121,741.0
10. Research Employee   25.00   20.0	03. Appraisal Fee			. to Countrydda Homo Los	ana Sorvicinu LP	
18. TOS SERVICIA FOR INC. CARRIAGE TOS SERVICES   1906.   19	04. Credit Report			1503.		•
18. TOS SERVICIA FOR INC. CARRIAGE TOS SERVICES   1906.   19			25.0	o V		
17, Convenient Evests American 1 Whitehmost Lander   495,00   108   109   100   10		Cardan				
190.   190.   1906.   1906.   1906.   1906.   1906.   1906.   1906.   1906.   1906.   1906.   1906.   1906.   1906.   1906.   1906.   1907.						Į.
19		sania randet	495.0			
150.   150.	)A			1505,		
10.   1506.   1506.   1506.   1506.   1507.   1506.   1507.   1509.	9.					
1.				1506.		
O. Scroot Respublication   D. Advance   1607.   1607.   1607.   1607.   1607.   1607.   1607.   1607.   1607.   1607.   1608.   1609						
		Paid in Advance		1607,		
2. Mortgage insurance Premium for to   1508.   1509.			259.5			
3. Fasard Insurance Primitum for 10  2. String: Issues in Visions Towards (1)  2. String: Issues in Visions (1)  3. Inc. Issues in Visions (1)  3. Inc. Issues in String month  4. String: Issues in String month  5. Inc. Issues in String month  6. Chool dissues for month  7. Inc. Issues in Issues in String month  8. Accordant Part (1)  9. Accordant Part (1		The state of the s	1			
1.1						1
Old, Flascovas, Capoolised, With Lander:  1 Hormatine Accessor and 35 per month 1 Hormatine 1	3. Hazard Insurance Premium for to			1609.		
OD. Fleen/vas Caposited with Lender: 11 Hormutineservar and St. per month 12 Hormutineservar and St. per month 13 Hormutineservar and St. per month 15 Los Madages in the Cap Serv. menth 16 Los Madages in the Cap Serv. menth 16 Los Madages in the Cap Serv. menth 17 Los Madages in the Cap Serv. menth 18 Los Madages in the Cap Serv. menth 18 Los Madages in the Cap Serv. menth 19 Los Madages in the Cap Serv. ment	1. Set die Javas in Vernan Terrabia	P 0 C 1 906 0	f '	1,810		
1811.   1811			+	1510.		İ
22. Maritages (Intersection and St. per month) 33. COL Proposity Taxes mo. (RR per month) 43. Color Proposity Taxes mo. (RR per month) 44. Count Proposity Taxes mo. (RR per month) 45. Color (Intersection and Intersection) 45. Color (Intersection and Intersection) 45. And Color (Intersection) 45. And Color						
1512.			<del> </del>	1011.		ı
A. Cauth Property Takes ro. (Bit not month)   1513.   1514.   1514.   1515.   1515.   1515.   1516.			ļ			
16. Exact Dispart month 17. Ann. 435 and month 18. Ann. 435 and mont				1512.		
18, D. A. S. J. per month. 10, D. D. S. J. per month. 10, D.						
1514.  1514.  1515.  1516.  1516.  1516.  1516.  1516.  1517.  1518.  1517.  1518.  1517.  1518.  1517.  1518.  1517.  1518.  1517.  1518.  1517.  1518.  1517.  1518.  1518.  1517.  1518.  1517.  1518.  1518.  1517.  1518.  1517.  1518.  1518.  1517.  1518.  1518.  1517.  1518.  1518.  1517.  1518.  1518.  1518.  1518.  1519.  15	36. Hood losuranco mc. 625 per month			1513.		
1514.  1514.  1515.  1516.  1516.  1516.  1516.  1516.  1517.  1518.  1517.  1518.  1517.  1518.  1517.  1518.  1517.  1518.  1517.  1518.  1517.  1518.  1517.  1518.  1518.  1517.  1518.  1517.  1518.  1518.  1517.  1518.  1517.  1518.  1518.  1517.  1518.  1518.  1517.  1518.  1518.  1517.  1518.  1518.  1518.  1518.  1519.  15	6. ma. @\$ per month			7		
10. ma. (65 per month 10. Accessable Analysis Adultsiness) 10. Tills Chipters 11. Satisfement or closing fee to Gien Engly Tillu Agency, Inc. 20. 10. 10. 2 Abstract for Iilis search 3. Tills analysis and the search 4. Lills Ibstractors bridge agency 4. Lills Ibstractors bridge 5. Notice of Satisfers in Comment in Comm				1614		
18. Accresité Analysie Adussiment 19. Tille Chargese 15. Alternation cisaing fee le Glen Engle Tille Agency, Inc. 299,199 1516. 1516. 1517. 1518				7 1315.		1
15.1. Satisfament or closing fee to Gian Eagle Title Agersy, Inc.  1. Satisfament or closing fee to Gian Eagle Title Agersy, Inc.  2. Discussion Biology.  2. Discussion Biology.  3. Discussion Biology.  3. Discussion Biology.  3. Discussion Programment Programment Beautiful Biology.  4. Notice of Satisfament of Gian Eagle Title Agency, Inc.  (recludes above items No.)  5. Title Insurance to Gian Eagle Title Agency, Inc.  (recludes above items No.)  6. Title Insurance to Gian Eagle Title Agency, Inc.  (recludes above items No.)  7. Altor rey's bear.  (recludes a bove items No.)  8. Title Insurance to Gian Eagle Title Agency, Inc.  (recludes a bove items No.)  9. Covernment Recurding and Transfer Clearges  9. State Transfer Fee Deed 5: Mortgage 5:  9. State Transfer Fee Deed 5: Mortgage 5:  9. State Transfer Recurding and Transfer Clearges  9. State Transfer Recurding and Transfer Clearges  9. State Transfer Fee Deed 5: Mortgage 5:  9. State Transfer Fee Deed 5: Mortgage 6: Mortgage 5:  9. State Transfer Fee Deed 6: Mortgage 6: Mortgage 7:  9. State Transfer Fee Deed 6: Mortgage 7:  1890. Loan Amount State Represent Clearges  19. 50. Minus Total Settlement Charges  19. 604. EQUAL State Statement Charges  19. 604. EQUAL Statement Charges  19. 3. 3. 48.  1004. Statement Charges  19. 3. 3. 48.  1004. Statement Charges  19. 3. 3. 48.  1005. Statement Mortgage 5:  1006. Statement Mortgage 6: Mortgage 7:  1007. Mortgage 8:						
At Settement or closing fee to Gian Engle Title Agency. Inc.  2 Abstact or file search  3 Title assumption  4 Title insurance in Device.  5 Anounnel Presentation  6 Noter Fees  7 Attersy's fees  7 Attersy's fees  7 Attersy's fees  8 Title Insurance to Gien Eagle Title Agency. Inc.  9 One of Control of Contr	•	<del></del>	0.00	4		1
2. Abstract or title search 3. Title assembloation 4. Illia (ostronor biody). 5. Document Preparation 9. Noter Person 7. Altorrey's lear. 1518. 1519. 1518. 1519. 1518. 1519. 1519. 1518. 1519.	00. Title Charges			1515.		1
3. This examination 4. Illial postunators hieldor 5. Noter Pere 7. Alterney's lear. 5. Noterney's lear. 5. Included a shore items No. 102, 1103, 1103, 1104, 1108, 1100 7. This haurance to Gier Begle Title Agency, Inc. 6. Circlotdes above items No. 1102, 1103	1. Settlement or closing fee to Glen Exp	de Tille Agency, Inc.	300.00			
3. This examination 4. Illial postunators hieldor 5. Noter Pere 7. Alterney's lear. 5. Noterney's lear. 5. Included a shore items No. 102, 1103, 1103, 1104, 1108, 1100 7. This haurance to Gier Begle Title Agency, Inc. 6. Circlotdes above items No. 1102, 1103	2. Abstract or title search			1510.		
4. Libia Jossusonce Badria. 5. Document Prenagation 6. Noter Pere 7. Alterney's fees 7. Alterney's fees 9. Total business of Gene Eagle Title Agency. Inc. 1. (Includes above items No. 1102, 1103, 1106, 1108, 1100) 1. Lindar's neverage 1. 1518. 1519. 1520. TOTAL DISBURSED 1520. TOTAL DI				7		1
5. Document Preparation 6. Notery Fees 1518.  7. Alterrey's lease includes abloave items No.) 6. Title haurance to Gien Eagle Title Agency, Inc. (includes abloave items No.) 7. Alterrey's lease includes abloave abloave abloave items No.) 7. Alterrey's le						<del></del>
6. Notary Feeb 7. Alterray's leas. 7. Alterray's leas. 7. Interray's leas. 7. Interray				- 1 <sup>1917.</sup>		
7. Altorrey's lear.  Includes above liens No. 1  Title Insurance to Gier Begle Title Agency. Inc.  1, 146.00  1520. TOTAL DISBURSED  310, 437  1, 146.00  1520. TOTAL DISBURSED  310, 437  1, 146.00						
inclusies above items No. )  5. Title haurance to Gien Espie Title Agency. Inc. (includes above items No. 1102, 1103, 1104, 1105, 1100)  1. Lendor's coverage \$ -  1. Lendor's coverage \$ -  1. Demon's coverage \$ -  1. State Textual in a state of the sta				1518.		ì
A. Title Insurance to Gien Eegle Title Agency, Inc.  (includes above teams No. 1102, 1103, 1105,	7. Attorney's lees					
1520, TOTAL DISBURSED   310, 437   120, 1103, 1104, 1105, 1100   1520, TOTAL DISBURSED   310, 437   1520, TOTAL DISBURSED				1610.		
D. Content's coverage \$  D. Cover's coverage \$  D. Government Recording and Transfer Charges  Restation Even Deer, \$ Mondage \$ 120,00. Release \$ 120,00. N. NET SETTLEMENT  Reply Transfer Fee Deed \$: Mortgage \$ 1800, Loon Amount 315,750.  State Tawistamos Deed \$: Mortgage \$ 20,00. N. NET SETTLEMENT  State Tawistamos Deed \$: Mortgage \$ 1800, Loon Amount 315,750.  Additional Settlement to County Clark 20,00. Fine Engle Title Agency, Inc. 75,00. 1601. PLUS Cash/Check from Borrower 0. Additional Settlement Charges 1,963.  Survey 1602 MINUS Total Settlement Charges 1,963.  Survey 1602 MINUS Total Settlement Charges 1,963.  Survey 1604 MINUS Total Debursements to Others 1006. EQUALS Disbursements to Others 1,000.00 PCC) 1,000.00 PCC) 1,000.00 PCC 1,000.00 PCC 1,000.00 PCC 1,000.00 PCC 1,963.19  Total Settlement Charges (enter on line 1602) 1,963.19  Total Settlement Charges (enter on line 1602) 1,963.19  Indeed part of the settlement of the transection.	8. Tille insurance to Glen Eagle Tille Agi	ancy. Inc.	1,146.00			
2. O. Government Recording and Transfer Charges 3. O. Government Recording and Transfer Charges 3. D. Government Recording and Transfer Charges 3. D. Realty Transfer Fee Dead 5: Mortgags \$ 3. State Tax/stamps Dead 5: Mortgags \$ 3. Notice of Satilament to County Clark 3. Sold Tax/stamps Dead 5: Mortgags \$ 3. Notice of Satilament to County Clark 3. Second 2nd Mortgage to Glen Eagle Title Agency, Inc. 3. Additional Settlement Charges 4. Part Judgestion 5. Sold Tax/stamper Dead 5: Mortgags \$ 4. Sold Mortgage to Glen Eagle Title Agency, Inc. 4. Additional Settlement Charges 5. Sold Tax/stamper Charges 5. Sold Tax/stamper Charges 6. Sold Mortgage to Glen Eagle Title Agency Inc. 6. Deam Eagle CREDIT to Source (\$1.000.00 POC) 7. Sold Tax/stamper Charges 7.	. (includes above keins No. 1102, 11	03, 1104, 1105, 1108, 1100)		1520. TOTAL DISBURSED		310,437.97
D. Government Recording and Transfer Charges  Restriction Free Over 5: Mortgage \$120.00 Release \$120.00 N. NET SETTLEMENT  Reply Transfer Fee Dead 5: Mortgage \$2.20 N. NET SETTLEMENT  1890. Loan Amount 315.750.  Notice of Satisfames Dead 5: Mortgage \$2.20 Notice of Satisfames Dead 6: Mortgage Notice Office Offic	D. Lendor's coverage \$ 315, 760.00 . 73	5.00		(enter on line 1603)		
D. Government Recarding and Transfer Charges  Resultant Free Deed 5: Mortgage \$120.00: Ralease \$  Resilt Transfer Fee Deed 5: Mortgage \$  State Taxistamps Deed 5: Mortgage \$  1800. Loon Amount \$  315.750.  Recard 2nd Mortgage to Gien Eagle Title Agency. Inc				1		
D. Government Recording and Transfer Charges Restricting Free Deed 5: Mortgags 5 Restricting Free Deed 5: Mortgags 5 State Textistance Deed 5: Mortgags 5 State Textistance Deed 5: Mortgags 5 State Textistance Deed 5: Mortgags 5 Notice of Settlement to County Clark Pecul 2nd Mortgage to Gien Eagle Title Agency, Inc. Pecul 2nd Mortgage to Gien Eagle Title Agency, Inc. Pecul 2nd Mortgage to Gien Eagle Title Agency, Inc. Pecul 2nd Mortgage to Gien Eagle Title Agency, Inc. Pecul 2nd Mortgage to Gien Eagle Title Agency, Inc. Pecul 2nd Mortgage to Gien Eagle Title Agency, Inc. Pecul 2nd Mortgage to Gien Eagle Title Agency, Inc. Pecul 315, 750. 1602. MINUS Total Settlement Charges 1, 963. Pecul 316, 2nd (x 5) to Federal Express Pecul 310, 437. Sign Eagle CREDIT to Borrower (\$1, 000,00 POC) 1, 000,00 - (line 1620) 1604. EQUALS Disbursoments to Borrower (after expression of any applicable resolation period required by law) 1605. EQUALS Disbursoments for Borrower (after expression period required by law) 1606. EQUALS Disbursoments for Borrower (after expression period required by law) 1607. EQUALS Disbursoments for Borrower (after expression period required by law) 1608. EQUALS Disbursoments for Borrower (after expression period required by law) 1609. Equals of the formation of the settlement of the set	•			7		
D. Government Rectading and Transfer Charges Recording Fine Deed 5: Mortgags \$120.00: Release \$120.00: Relea				1		
Recrubing Fense Orec. 5: Mortgage \$120.00: Release \$  Recrubing Fense Orec. 5: Mortgage \$120.00: Release \$  State Tawkstampe Days 5: Mortgage \$  State Tawkstampe Days 6: Mortgage \$  State Tawkstampe Days 6: Mortgage 8  Recrud July Clerk  Recrud				1		
Resilve Transfer Fee Deed 5: Mortgags \$ 120.00 N. NET SETTLEMENT  Resilve Transfer Fee Deed 5: Mortgags \$ 1890. Loon Amount 315.750.  Notice of Settlement to Couchy Clark 20.00 Notice of Settlement to Couchy Clark 20.00 Notice of Settlement to Couchy Clark 20.00 Notice of Settlement Charges 1.953.  Additional Settlement Charges 1.953.  Survey 1602. MNUS Total Settlement Charges 1.953.  Particular Settlement Charges 1.953.  Gion Earle CREDIT to Buttower (\$1.00,00 POC) 1.000,00 POC) 1.000,00 POC) 1.000,00 POC				1		
Really Transfer Fee Deed \$: Mortgage \$  State Textistamps Deed \$: Mortgage \$  Notice of Settlement to County Clark  Record Zud Mortgage to Gien Eagle Title Agency, Inc.  Part I Settlement Charges  1602. MINUS Total Settlement Charges  1, 953.  Part I Lapschion  Overnicht Del 1st & 2nd (X S) to Faderal Express  Signs 55.00  1604. EDUALS Disbursements to Others  310, 437.  1604. EDUALS Disbursements to Borrower  (after expression of any applicable resolved and part of my knowledge inc HUD-1A ref. RESPA Settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received and have been or will be disbursed by invincing part of the settlement of the turn's which were received.	<ol> <li>Government Recording and Tran</li> </ol>	afer Charges				
Really Transfer Fee Deed \$: Mortgage \$  State Textstamps Deed \$: Mortgage \$  State Textstamps Deed \$: Mortgage \$  Notice of Settlement to County Clark  Record Zud Mortgage to Gien Eagle Title Agency, Inc.  75,00  1601. PLUS Cash/Check from Borrower  0. Additional Settlement Charges  Survay  1602. MINUS Total Settlement Charges  1,953.  Survay  1603. MINUS Total Disbursaments to Others  310, 437.  Gion Eagle CREDIT to Borrower (\$1,000,00 POC)  1,000,00  1604. EQUALS Disbursaments to Borrower  (after expiration of any applicable resolved on Agency of this statement, To the best of my knowledge the HUD-1A ref. RESPA Settlement of the turns which were received and have been or will be disbursed by the undersigned as part of the settlement of the turns which were received and have been or will be disbursed by the undersigned as part of the settlement of the turns which were received and have been or will be disbursed by the undersigned as part of the settlement of the turns which were received and have been or will be disbursed by the undersigned as part of the settlement of the turns which were received and have been or will be disbursed by the undersigned as part of the settlement of the turns which were received and have been or will be disbursed by the undersigned as part of the settlement of the turns which were received and have been or will be disbursed by the undersigned as part of the settlement of the turns.	Reizinding Fees Deer, S. Mortosge \$1.	20.00: Raleaso \$	120.00	N. NET SETTLEMENT		
State Tax/stampe Dated 1: Mortgage S  Notice of Settlement to Couply Clark  Securd 2nd Mortgage to Gien Eagle Title Agency, Ing.  Additional Settlement Charges  1602. MINUS Total Settlement Charges  1, 953.  Part happening  Overnicht Dat 1st & 2nd (x S) to Fadaral Express  Signs Eagle CREDIT to Sorrower (\$1,000,00 POC)  1, 000,00  1604. EQUALS Disbursoments to Borrower  (after expression of any applicable resolved and large before the Charges tempting by law)  Total Settlement Charges (enter on line 1602)  1, 963. 19  Indeed, part of the funds which were received and have been or will be disbursed by line undersigned as part of the settlement of the tempting to the tempting to the tempting of the tempting to the tempting of	. Reply Transfer Fee Deed \$: Mortgage	.\$				
Notice of Settlement to Couply Clark  Restrict 20.00  Restrict 20.00  Restrict 20 Mortgage to Gien Eagle Title Agency. Inc.  100. MNUS Total Settlement Charges  Survay  1602. MNUS Total Settlement Charges  1,963.  Rine 1400)  Overright Del 14 & 2nd (x 5) to Federal Express  Sign Early CREDIT to Bortower (\$1,000.00 POC)  1,000.00  1604. EQUALS Disbursoments to Borrower  (after expression of any applicable resolation period required by law)  Total Settlement Charges (enter on line 1602)  1,963.19  Indeed pixed forceby acknowledges received at a completed coay of this statement. To the best of my knowledge for HUD-14 ref. RESPA Settlement of the transaction.				1890, Loon Amount		315.750.00
Second 2nd Montgage to Green Eargier Title Agency, Inc.  Additional Settlement Charges  Survey  1602. MINUS Total Settlement Charges  1,963.  Rine 1400)  Overricht Dat 1st & 2nd (x 5) to Fanaral Express  Since 1400  Overricht Dat 1st & 2nd (x 5) to Fanaral Express  1,963.  1603. MINUS Total Disbursements to Others  310, 437.  1604. EQUALS Disbursements to Borrower  (after expression of any applicable resolation period required by lew)  Total Settlement Charges (enter on line 1602)  Indeed in the following settlement of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of the tunds which were received and have been or will be disbursed by the undersigned as part of the settlement of the tunds which were received and have been or will be disbursed by the undersigned as part of the settlement of the tunds which were received and have been or will be disbursed by the undersigned as part of the settlement of the tunds which were received and have been or will be disbursed by the undersigned as part of the settlement of the tunds which were received and have been or will be disbursed by the undersigned as part of the settlement of the tunds which were received and have been or will be disbursed by the undersigned as part of the settlement of the tunds which were received and have been or will be disbursed by the undersigned as part of the settlement of the tunds which were received.			20.00			
Additional Settlement Charges  Survey.  1602. MINUS Total Settlement Charges  1,963.  Past Juspenido  Overnichi Del 1st & 2nd ix 51 to Fanaral Express  55.00  1600. MINUS Total Disbursements to Others  310,437.  Glos Eado CREDIT to Borrower (\$1,000.00 POC)  1,000.00  1604. EQUALS Disbursements to Borrower  (after expression of any applicable resolation period required by lew)  Total Settlement Charges (enter on line 1602)  Indeed pred hereby administration of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of the transaction.		tie Agency, Inc.	75.00	1601, PLUS Cash/Check from B	OLIOMBL	0.00
Survey  1602. MINUS Total Settlement Charges 1, 963.  Part truspection.  Overricht Dat 1st & 2nd ox 5) to Fadarat Excress 55.00  Sign Earlo CREDIT to Borrower (\$1,000.00 POC)  1,000.00-  1604. EQUALS Disbursoments to Borrower (after expiration of any applicable residency part of any applicable residency part of required by law)  Total Settlement Charges (enter on line 1602)  1,963.19  Total Settlement Charges (enter on line 1602)  1,963.19  Total Settlement of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of the trunds which were received and have been or will be disbursed by the undersigned as part of the settlement of the trunds which were received and have been or will be disbursed by the undersigned as part of the settlement of the trunds which were received and have been or will be disbursed by the undersigned as part of the settlement of the trunds which were received and have been or will be disbursed by the undersigned as part of the settlement of the trunds which were received and have been or will be disbursed by the undersigned as part of the settlement of the trunds which were received and have been or will be disbursed by the undersigned as part of the settlement of the trunds which were received.						
Past Inspection				1602. MINUS Total Sattlement C	harces	1,963.19
Overrichi Dei 1st & 2nd (x 5) to Federal Express 55.00 1600. MINUS Total Disbursements to Others 310, 437.  Sign Endo CREDIT to Borrower (\$1,000,00 POC) 1,000,00 POC 1604. Solidarian is to Borrower (after expiration of any applicable residence period required by law)  Total Scritterion (Charges (enter on line 1602) 1,963.19 Indeed pand hards postnowidigs received and have been or will be disbursed by the undersigned on part of the self-count of the funds which were received and have been or will be disbursed by the undersigned as part of the self-count of the tunds which were received and have been or will be disbursed by the undersigned as part of the self-count of the tunds which were received and have been or will be disbursed by the undersigned as part of the self-count of the tunds which were received and have been or will be disbursed by the undersigned as part of the self-count of the tunds which were received and have been or will be disbursed by the undersigned as part of the self-count of the se						~,,03.43
Glos Eado CREDIT to Borrower (\$1,000,00 POC)  1,000,00 - (line 1520)  1604. EQUALS Disbursoments to Borrower (after expiration of any applicable resolvent on any applicable resolvent on the proof of the second of completed acrys of this electronic. To the hort of my knowledge the HUD-1A ref. RESPA Solitoment Statement on any applicable resolvent of the funds which were received and have been or will be disbursed by the undersigned as part of the selficent of th		Fyoress	55.00		la la Olhan	310 437 65
Total Scittement Charges (enter on line 1602)  Total Scittement of my knowledge inc HUD-1A rat, RESPA Scittement is an odd scitter of the settlement of the turds which were received and have been or will be disbursed by the undersigned as part of the settlement of the turds which were received and have been or will be disbursed by the undersigned as part of the settlement of the turds which were received and have been or will be disbursed by the undersigned as part of the settlement of the turds which were received and have been or will be disbursed by the undersigned as part of the settlement of the turds which were received and have been or will be disbursed.					ng to Outers	310,417.97
Total Scatterion Charges (enter on line 1602)  Total Scatterion Charges	MARKET IN SURGICIAL IN	MANUFACTURE TO THE PARTY OF THE	+,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	unje 1620)		
Total Scittement Charges (enter on line 1602)  Total Scittement Charges						
Total Settlement Charges (enter on line 1602)  Indee pred hereby ocknowledges received of a comploted cary of this stotement. To the horst of my throwledge into HUD-1A rat. RESPA Settlement to a new second of the funds which were received and have been or will be discursed by the understyped as part of the settlement of this transaction.					1	3,348.84
Total Settlement Charges (enter on line 1602)  1,963.19  1,963.19  1,963.19  1,963.19  1,963.19  1,963.19  1,963.19						
1 1	Total Settlement Charges (anter or	n line 1602)	1 962 16	resolution puriod require	id by law)	
1 1	ingue liacq perces acknowledges receipt of c	comploied copy of this eletement. To the be	cal of my knowledge inc i	HUD-IA (cf. RESPA Schloment Statem	callen	
1 1	na accurate account of the funds which were r	actived and have been or will be disbursed	ty the undersigned as pe	et of the selliement of this transaction.		
THE COUNTY OF TH	ha 1					
	nn Endra	J - D-1 - 200				
1972 7	1972 7 1					
Softlie nent System Printed 03/23/2003 at 18:11  Page 1 of 1  Page 1 of 1  form HUD-1A (2/94) ref. RESPA	Deslie das	m 8/21/1	£3 ·	Page 1 of 1		

From: Leslie Larson < LLarson@gleneagletitle.com>

To: 'marilynn english' lishmar@aol.com>

Subject: 2003 refinance signing

Date: Wed, Jun 4, 2014 11:00 am

Glen Eagle Title Agency was the settlement agent for the refinance transaction between Marilynn English and America's Wholesale Lender dated March 21, 2003 in the amount of \$315,750.00. I personally acknowledged/witnessed the signature of Marilynn English on the Mortgage/Note. I have provided copies of the same.

# Leslie Larson

Glen Eagle Title Agency, Inc.

363 Route 46 West

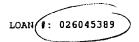
Fairfield, NJ 07004

973-808-2277

please visit www.gleneagletitle.com



Prepared by: DEBORAH L. WAHLERS



### NOTE

MARCH 21, 2003

PARSIPPANY (Civi NEW JERSEY

|State|

97 PEASE AVE, TOWNSHIP OF VERONA, NJ 07044

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 315,750.00 "Principal"), plus interest, to the order of the Lender. The Lender is AMERICA'S WHOLESALE LENDER

(this amount is called

I will make all psyments under this Note in the form of eash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

#### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on

MAY 01, 2003 . I will make these payments every mouth until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on APRIL 01, 2018 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

P.O. Box 660694, Dallas, TX 75266-0694 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$2, 496.93

# 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS - (800)521-7291

irillais:

-5N (0207)

CHL (08/02)(d)

Page 1 of 2

Form 3200 1/01





# Case 2:13-cv-02028-CCC-JBC Document 39 Filed 06/12/14 Page 77 of 95 PageID: 879

40AN #: 026045389

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

#### (D) No Wuiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

#### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fccs.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if 1 am given a notice of that different address.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guaranter, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guaranter, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which night result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent. Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SE	EAL(S) OF THE UNDERSION	SNED.	
m. 1	(Scal)		_ (Scai)
HAR (CYNN ENGLISH	-Borrower	•	Borrower
	(Scal)		_ (Scal)
	·Вагтоwer	Sign Origina	Borrower d Only l

# COPY SUBMITTED BY DEFENSE

Case 2:13-cv-02028-666-JB6 Becument 29 Filed 02/18/14 Page 79 of 95 PageID: 580 case 2:13-cv-0202 CC-JAD Document 4-2 Filed 0498/13 Page 15 of 18 PageID: 76 Propered by: DEBORAH L WAHLERS LOAN #: REDACTED 5389 NOTE ORIGINAL PARSIPPANY **NEW JERSEY** MARCH 21, 2003 [Date] . [City] [SIMO] 97 PEASE AVE, TOWNSHIP OF VERONA, NJ 07044 (Proporty Address) 1. BORROWER'S PROMISE TO PAY In return for a loan that I have received, I promise to pay U.S. \$\(^315,750.00\) (this amount called "Principal"), plus interest, to the order of the Lender. The Lender is . AMERICA'S WHOLESALE LENDER I will make all payments under this Note in the form of each, check or money order. I understand that the Lender may transfer this Note-The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder." 2. INTEREST Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly mie of The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note. 3. PAYMENTS (A) Time and Place of Payments I will pay principal and interest by making a payment every month. day of each month beginning on I will make my monthly payment on the FIRST . I will make these payments every month until I have paid all of the principal and interest and day MAY 01, 2003 other charges described below that I may owe under this Note. Each monthly payment will be applied as of its schedeled due date and will be applied to interest before Principal. If, oh APRIL 01, 2018 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date." I will make my monthly payments at P.O. Box 660694, Dallas, TX 75266-0694 or at a different place if required by the Note Holder. (B) Amount of Monthly Phyments My monthly payment will be in the amount of U.S. \$2,496.93 BORROWER'S RIGHT TO PREPAY I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note. I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. -5. LOAN CHARGES If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment. 6. BORROWER'S FAILURE TO PAY AS REQUIRED (A) Late Charge for Overdue Payments If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment If I do not pay the full amount of each monthly payment on the date it is the, I will be in default. MULTISTATE FIXED RATE NOTE-Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT initials: VMP MORTGAGE FORMS - (800)521-7291 -5N (0207) CHL (D8/D2)(d) 1 Page 1 of 2 Form 3200 1/01 26045389000002

		1							
se 2:13-cv-02028 e 2:13-cv-02028	-CCC-JBC	Docume Documer 3/28/20.	11.27	Filed 1	26/12/14 PM PAC	Page 7	<mark>80</mark> എf <mark>95</mark> 0 8 0	Page D. 888-294-	5 <mark>482</mark> -5658
1	B-cv-0202					_ <u></u>		7 of 18 Pa	neID: 78
_:13	8-CV-UZUZ8	JC-JAD	Pocui	nent 4-4	z Fileu o	4700/13	rage 1	7.01.10 #: F	Redacted5389
	l' Del'andt								
n date, the h	fault, the Note Ho lote Holder may r owe on that amou means.	equire me to	pay im	mediately	the full amor	ant of Princ	cipal which	has not been	bhid aud all
Even if, at a the Note Holder w	ver By Note Hold time when I am in vill still have the ri	default, the	if I am i	default at			nmediately	in full as desc	cribed above,
		me to pay is and expense	mmedial s in enf	ely in full orcing this					
7. GIVING OF N		•			that must b	, , ,	ma'undas (	hin Nort will	he given by
delivering it or by Holder a notice of	mading it by first	class muil t	a me al	the Proper	ty Address o	bove or at	a different	address if g	ive the Note
class mail to the N different address. 8. OBLIGATION	lote Holder at the	address state	d in Sec	tion 3(A)					
If more than	one person signs t	his Note, co	oarsq do	n is fully s					
this Note, including also obligated to do or endorser of this under this Note ag.	o these things. An Note, is also oblig	y person whatel	o takes	e promise	obligations, s made in th	including I	he obligaci e Note I <del>Io</del> l	ons of a guar lder may lenfo	antor, surety rce its rights
pay all of the amou		is Note.		1					
"Presentment" mea right to require the 10. UNIFORM SI	ns the right to reque Note Holder to give	uire the Nou	Holder	to demand	l payment of	amounts o	lue, "Notic		
Note Holder under this Note, protects	the Note Holder fi	gage, Deed o	of Trust, Josses v	or Securit which migh	y Deed (the	"Security 1 do not kee	nstrument" p the prom	'), dated the s lacs which I r	ame date as
	e under this Note. or any part of the I	Some of the Property or a	se condi ny Intere	tions are de est in the P	os ai ynogor'	ollows: Id or trans	forred (or in	f Borrower is	not
consent, Le However, th	erson and a benei inder may require his option shall not	immediate be exercised	payment by Len	t in full o derif such	of all sums exercise is r	recured by	y this Sectory Applicat	ority Instrumental	ent
a period of Borrower m	der exercises this o not less than 30 d ost pay all sume-so	nys from the scured by thi	date the	notice is	given in acc ent. If Borro	ordance wi	th Section pay these	15 within wh sums prior to	ich Vie
expiration o	f this period, Lend mand on Borrower	les may invo	ke any n	emedies pe	rmitted by th	nis Security	Instrumen	t without furt	ter
							- 50		
-	r*					THE OAR	ER OF		
		_			PAYTO		OUT AE	COURSE OANS, INC. OANS, INC. OANS, INC. OANS, INC. ER THE FLOT MERICA'S WE MERICA'S WE MERICA'S WE MERICA'S WE MERICA'S WE	TIOUS, E
				•			HOMEL	COUPSE OANS, INC. OANS, INC. OANS, INC. ER THE FICTY MERICA'S WE MERICA'S WE CORPORAT	OLESALL
		•			CO,	UNT RYN	HES UNA	ER THE 13 WE MERICA'S WE MERIC	KOM
		ı			, OC	JEINES N	ARW YOR	ا	
		<b>,</b>			7	ENDER	ו או	100	
						BY	Dav	id A. Speciol	'}
				<u>'</u> _		7	We	1	
					<del>-</del>	, <del> •</del>		•	
WITNESS THE HAI	ND(S) AND SEAL	(S) OF THE	UNDE	RSIGNED					
hal to	7		(Se	al) :				1 -	(Seal)
MARILYNN ENGLISH	1		-Borror	,					.Bonower (2021)
1				ı					
			(Se						(lea2)
			-Borrov	ver ·					-Bonower
								[Sign Orig	inal Only]

# EXHIBIT 16

Prepared by: DEBORAH L. WAHLERS

LOAN #: 026045389

# NOTE

MARCH 21, 2003

PARSIPPANY [City] NEW JERSEY |State|

97 PEASE AUE, TOWNSHIP OF VERONA, NJ 07044 [Property Address]

#### I. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 315,750.00 (this amount is called "Principal"), plus interest to the order of the Lender. The Lender is

AMERICA'S WHOLESALE LENDER

.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

#### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the FIRST day of each month beginning on

MAY 01, 2003 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on APRIL 01, 2018 . I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

P.O. Box 660694, Dallas, TX 75266-0694

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$2, 496.93

#### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar than after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest 1 will pay this late charge promptly but only once on each late payment.

(R) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mas/Freddie Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS - (800)521-7291

Initials:

-5N (0207)

CHL (08/02)(d)

Page 1 of 2

Form 3200 1/01





LOAN #: 026045389

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

#### (D) No Wuiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

#### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to one under this Note will be given by delivering it or by mailing it by first class mail to one at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### B. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guaranter, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guaranter, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that toy one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor." Presentment means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent. Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SE	EAL(S) OF THE UNDERSIG	GNED.
MARILYNN ENGLISH	-Rorrower	(Scal)
	(Scal)	(Seal) -Barrower

[Sign Original Only]



# EXHIBIT 17

Case 2:13-cv-02028-CCC-JBC Document 39 Filed 06/12/14 Page 85 of 95 PageID: 887 Case 2:13-cv-02028-CCC-JBC Document 27 Filed 12/18/13 Page 82 of 90 PageID: 517

#### OUR MANAGER AND THE MANAGEMENT AGREEMENT

#### General

We are externally advised and managed by PCM. All of our officers are employees of PCM or its affiliates. The executive offices of PCM are located at 27001 Agoura Road, Third Floor, Calabasas, California 91301 and the telephone number of PCM's executive offices is 1-818-224-7442.

#### Officers of Our Manager and Our Servicer

The following sets forth certain information with respect to the executive officers and employees of PennyMac:

Name	Ag	Position Held with PennyMac
Stanford L. Kurland	51	Chairman and Chief Executive Officer of PCM and PLS
David A. Spector	46	Chief Investment Officer of PCM and PLS
Farzad Abolfathi	48	Chief Information Officer of PCM and PLS
Scott D. Anderson	44	Chief Mortgage Operations Officer of PLS
Andrew S. Chang	32	Chief Business Development Officer of PCM
Jeff Grogin	49	Chief Legal Officer and Secretary of PCM and PLS
Anne D. McCallion	55	Chief Financial Officer of PCM and PLS
Michael L. Muir	43	Chief Capital Markets Officer of PCM and PLS
David M. Walker	54	Chief Credit Officer of PCM and PLS
Julianne Fries	46	Chief Compliance Officer of PCM and PLS
Aratha M. Johnson	41	Chief Administrative Officer of PCM
John M. Lawrence	38	Managing Director, Loan Servicing of PLS
Brandon Ohnemus	30	Director of Portfolio Strategy of PCM
Lee Trumble	51	Director of Due Diligence of PCM

Stanford L. Kurland. Mr. Kurland is the chairman and chief executive officer of PCM and PLS. Mr. Kurland is an accomplished executive in financial services with more than 27 years of experience in the mortgage banking arens. Prior to founding PennyMac in January 2008, Mr. Kurland served as chief financial officer and then chief operating officer at Countrywide. Mr. Kurland is well recognized for his leadership in developing the strategic direction, risk management activities, financial management and organizational development of Countrywide. During his tenure at Countrywide from January 1979 to September 2006, Countrywide grew in market capitalization from just over one million dollars to a leading financial services firm with over \$25 billion in market value. Mr. Kurland began his professional career in 1975 in public accounting and practiced as a CPA for the international accounting firm, Grant Thornton LLP. Mr. Kurland holds a BS in Business Administration and Accounting from California State University, Northridge.

David A. Spector. Mr. Spector is the chief investment officer of PCM and PLS. In that role he is responsible for oversight of all activities pertaining to investments, and directs the activities of portfolio management, capital markets and credit as each relates to mortgage credit and company credit risk. Prior to joining PennyMac in March 2008, Mr. Spector was co-head of global residential mortgages for Morgan Stanley, based in London. Prior to joining Morgan Stanley in September 2006, Mr. Spector was senior managing director, secondary marketing, for Countrywide, from May 1990 to August 2006, where he was responsible for all secondary marketing activities, including interest rate risk management, and directed loan trading, loan pricing, pipeline hedging, and MSR hedging. Mr. Spector was a member of the Countrywide Asset Liability and Credit Committees, as well as Freddie Mac and Fannie Mae Advisory Committees. Mr. Spector began his career in 1985 at First Boston in the Mortgage Finance Group in New York. Mr. Spector holds a BA in History from the University of California at Los Angeles.

# EXHIBIT 18

WHEN RECORDED MAIL TO; PHELAN HALLINAN & DIAMOND, PC 400 Fellowship Road Suite 100 Mt. Laurel, NJ 08054 PHS # 134378 MIN #1000157-0001388532-8

MERS Phone #1-888-679 -6377

\*\*\*Said assignment is to be recorded as a corrective assignment. Said assignment is to correct the assignor name on the assignment recorded on June 3, 2011, in Book 12314, Page 864, in the County of Essex, State of New Jersey.\*\*\*

# CORRECTIVE ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AMERICA'S WHOLESALE LENDER ITS SUCCESSORS AND ASSIGNS, the undersigned, as beneficiary or successor thereto, whose address is P.O. BOX 2026 FLINT, MI 48501-2026, hereby grants, conveys, assigns and transfers unto BANK OF AMERICA, N.A., whose address is 7105 CORPORATE DRIVE, MAIL STOP: PTX-C-35, PLANO, TX 75024, its successors and assigns, all beneficial interest under that certain Mortgage dated 03/21/2003. Said Mortgage is recorded in the State of New Jersey, County of ESSEX.

Mortgage Recorded: 04/02/2003 Original Mortgage Company: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AMERICA'S WHOLESALE LENDER ITS

SUCCESSORS AND ASSIGNS

Original Mortgagors: MARILYNN ENGLISH

Original Loan Amount: \$315,750.00

Book: 8791

STATES OF STATES

Property Address: 97 PEASE AVENUE, TOWNSHIP OF VERONA, NJ 07044-1208 Page: 537

The transfer of the mortgage and accompanying rights was effective at the time the loan was sold and consideration passed to the Assignee. This assignment is solely intended to describe the instrument sold in a manner sufficient to put third parties on public notice of what has been sold.

TO HAVE AND TO HOLD the same unto the said Assignee, its successor and assigns, forever subject only to all the provisions contained in the said Mortgage. And the said Assignor hereby constitutes and appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity, in the Assignor's name, place and stead but at the Assignee's cost and expense to have, use and take all lawful ways and means for the recovery of all the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could do if these presents were not made.

PHS # 134378	1
I AGREE TO THE TERMS OF THIS ASSI	GNMENT.
Witnessed or Attested by:	Cecilia Rodriguez Assistant Secretary
MORTGAGE ELECTRONIC REGISTRA AMERICA'S WHOLESALE LENDER.	TION SYSTEMS, INC. AS NOMINEE FOR
	1
	1
By: Male I	
Name:Aida Duenas	
Assistant Secretary	and the second second
And the same of th	
ACKNOWLEDGMENT	
Slate of California	
County of <u>Ventura</u>	
OnAPR 0 8 2013 ,before me',	Daisy Chavez Notary Public
Personally appeared Aida Duras	
	vidence to be the person(s) whose dame(s) is/are ledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that the person(s), or the entity upon behalf of which	
I certify under PENALTY OF PERJURY under foregoing paragraph is true and correct.	the laws of the State of Canfornia that the
Witness my hand and official seal.	DAISY CHAVEZ Commission # 1939846
Signature Dawy Chark (Seal)	Notary Public - California É Los Angeles County
Daisy Chavez	My Comm. Expires Jun 5, 2015
1	
	C. C

a transfer of the transfer of

From: njdefiling < njdefiling@njd.uscourts.gov>

To: njdefiling <njdefiling@njd.uscourts.gov>

Subject: Activity in Case 2:13-cv-02028-CCC-JBC ENGLISH v. FEDERAL NATIONAL MORTGAGE ASSOCIATION et al

Order on Motion to Dismiss **Date:** Fri, May 30, 2014 4:37 pm

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

\*\*\*NOTE TO PUBLIC ACCESS USERS\*\*\* There is no charge for viewing opinions.

## **U.S. District Court**

# District of New Jersey [LIVE]

# **Notice of Electronic Filing**

The following transaction was entered on 5/30/2014 at 4:37 PM EDT and filed on 5/29/2014

Case Name:

ENGLISH v. FEDERAL NATIONAL MORTGAGE ASSOCIATION et al

Case Number:

2:13-cv-02028-CCC-JBC

Filer:

**Document Number: 37** 

#### **Docket Text:**

OPINION AND ORDER that Defendant's first Motion to Dismiss is DENIED as moot; that Defendant's second motion to Dismiss is GRANTED without prejudice; and that even though it appears through Plaintiff's own exhibits and Freddie Mac's submissions that the 2002 note was discharged, and that Freddie Mac has disclaimed any interest in Plaintiff's subsequent note, given Plaintiff's pro se status, to the extent Plaintiff's claims can be cured by way of amendment, Plaintiff is granted (14) days to reinstate this matter and file an Amended Complaint. Signed by Judge Claire C. Cecchi on 5/29/14. (gmd, )

# 2:13-cv-02028-CCC-JBC Notice has been electronically mailed to:

JEFFREY P. CATENACCI jcatenacci@winston.com

MARILYNN ENGLISH <u>lishmar@aol.com</u>

VLADIMIR VELASCO PALMA vladimir.palma@fedphe.com

# 2:13-cv-02028-CCC-JBC Notice will not be electronically mailed to::

The following document(s) are associated with this transaction:

**Document description:**Main Document

Original filename:n/a

**Electronic document Stamp:** 

[STAMP dcecfStamp\_ID=1046708974 [Date=5/30/2014] [FileNumber=7594853-0 ] [a9b498c1fee40f5f23c4dbbf4b2c2de3ae654c9b83993d90116570020a719725d8d 64fc897643f63c257216771c3e3647ddbec1a7b35e8af747539497740587f]]

# NOT FOR PUBLICATION

# UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

MARILYNN ENGLISH

Plaintiff,

Civil Action No. 13-2028(CCC)

**OPINION & ORDER** 

v.

FEDERAL NATIONAL MORTGAGE: ASSOCIATION, FEDERAL HOME: LOAN MORTGAGE CORPORATION, : BANK OF AMERICA N.A.:

Defendants.

----

CECCHI, District Judge.

# I. INTRODUCTION

This matter comes before the Court on Federal Home Loan Mortgage Corporation's ("Defendant or Freddie Mac") Motion to Dismiss Plaintiff Marilynn English's ("Plaintiff") Amended Complaint pursuant to Fed. R. Civ. P. 12(b)(6), and on Defendant's Second Motion to Dismiss. (ECF No. 18 & 32.) The Court has given careful consideration to the submissions from each party. Pursuant to Fed. R. Civ. R. 78(b), no oral argument was heard. For the reasons that follow, Defendant's first motion to dismiss is denied as moot, (ECF No. 18.), and Defendant's second motion to dismiss is granted without prejudice. (ECF No. 32.)

# II. <u>BACKGROUND</u>

Plaintiff owns a residential property located at 97 Pease Avenue, Verona, New Jersey. (Compl. 2.) Plaintiff acquired the property on September 19, 1988. (Compl. 4.) On March 21, 2003, Plaintiff refinanced her mortgage loan with Countrywide, America's Wholesale Lender ("AWL"). (Compl. 4.) This is the mortgage that is at issue in the Complaint. Plaintiff brings this

suit to quiet title to her property. (Compl. 4.) Plaintiff alleges that the assignment of her mortgage is "null and void" because of the appearance of a robo-signer. (Compl. 14.)

On February 27, 2013, Plaintiff filed her Complaint in the Superior Court of New Jersey, Chancery Division, Essex County. (Notice of Removal 2.) On April 1, 2013, Plaintiff's Complaint was removed to this Court. (Notice of Removal 1.) On April 8, 2013, Defendants Bank of America and Fannie Mae filed their Motion to Dismiss. (ECF No. 4.)

On October 17, 2013, Freddie Mac filed its first Motion to Dismiss. Freddie Mac argues that Plaintiff fails to state a claim because it is not a proper party to this action. (Def.'s Mot. 1.) On October 28, 2013, Plaintiff filed a Supplemental Answer in Support of Plaintiff's Opposition to Defendants' Motions to Dismiss, and a Second Supplemental Answer. (Pl.'s Supp. Answer ECF No. 19; Pl.'s Second Supp. Answer ECF No. 20.) On November 22, 2013, Plaintiff filed a Supplemental Objection to Dismissal Request for Freddie Mac. (Pl.'s Supplemental Objection ECF No. 22.) On November 26, 2013, this Court granted without prejudice Defendants Bank of America and Fannie Mae's Motion to Dismiss Plaintiff's Amended Complaint. (Order ECF No. 25.) On December 18, 2013, Plaintiff filed a Second Amended Complaint. (Pl.'s Second Compl. ECF No. 27.) On February 17, 2014, Freddie Mac filed a Second Motion to Dismiss, and incorporated by reference its earlier Motion. (Def.'s Second Mot.) On February 18, 2014, Plaintiff filed a Statement Disputing Alleged Facts of Defendant. (Pl.'s Statement)

# III. LEGAL STANDARD

# A. Defendant's Motion To Dismiss Pursuant to Rule 12(B)(6)

For a complaint to survive dismissal pursuant to Fed. R. Civ. P. 12(b)(6), it "must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face."

Ashcroft v. Iqbal, 556 U.S. 662, 663 (2009) (quoting Bell Atl. Corp. v. Twombly, 550 U.S. 544,

570 (2007)). In evaluating the sufficiency of a complaint, the Court must accept all well-pleaded factual allegations in the complaint as true and draw all reasonable inferences in favor of the non-moving party. See Phillips v. City of Allegheny, 515 F.3d 224, 234 (3d Cir. 2008). "Factual allegations must be enough to raise a right to relief above the speculative level." Twombly, 550 U.S. at 555. Furthermore, "[a] pleading that offers labels and conclusions . . . will not do. Nor does a complaint suffice if it tenders naked assertion[s] devoid of further factual enhancement." <a href="Iqbal">Iqbal</a>, 556 U.S. at 678 (internal citations omitted).

# B. Liberal Pleading Standard for Pro Se Litigants

A pro se litigant's complaint is held to "less stringent standards than formal pleadings drafted by lawyers." Haines v. Kerner, 404 U.S. 519, 520-21 (1972). Courts have a duty to construe pleadings liberally and apply the applicable law, irrespective of whether a pro se litigant has mentioned it by name. Mala v. Crown Bay Marina, Inc., 704 F.3d 239, 244 (3d Cir. 2013); Dluhos v. Strasberg, 321 F.3d 365, 369 (3d Cir. 2003); Higgins v. Beyer, 293 F.3d 683, 688 (3d Cir. 2002). A pro se complaint "can only be dismissed for failure to state a claim if it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." Estelle v. Gamble, 429 U.S. 97, 106 (1976) (citing Haines, 404 U.S. at 520-21); Bacon v. Minner, 229 F. App'x 96, 100 (3d Cir. 2007).

# IV. <u>DISCUSSION</u>

At issue in Plaintiff's complaint is her note with Countrywide, America's Wholesale Lender that she entered into on March 21, 2003. (Compl. 4, 13; Pl.'s Second Compl. ECF No. 27, Ex. 3, 13.) Plaintiff generally seeks to bar Defendants from "having or claiming any right or title adverse to Plaintiff to the premises." (Compl. 4, 6, 8.) In support of her complaint, Plaintiff attaches a record of loan payments to Bank of America from March 27, 2003 through January 8,

2013. (Compl. Ex. 2.) Plaintiff argues in her complaint that Freddie Mac "did not state a claim of who is my true creditor and what Trust is holding my note and mortgage. Nor did they grant my discovery requests." (Compl. 5.) Plaintiff alleges that Freddie Mac is the investor on her loan at issue. (Compl. 5.)

Freddie Mac argues that Plaintiff's complaint should be dismissed because it is not a proper party to this action and a claim by Plaintiff cannot be sustained. (Def's Mot. 6.) Specifically, Freddie Mac alleges that their lien was no longer of record and that they no longer hold any interest in the subject property. (Def's Mot. 6.) It is Freddie Mac's position that Plaintiff mistakenly believes that it is the investor of her loan. (Def's Mot. 6.)

Despite Freddie Mac's arguments, Plaintiff does not allege any facts indicating that Freddie Mac is a proper party to this action. Plaintiff's allegations focus on her 2003 mortgage with Bank of America. In 2002 Freddie Mac was the investor of a loan in the amount of \$192,000.00, but the loan was satisfied and discharged in 2003 when Plaintiff refinanced and took out the mortgage loan for \$315,750.00. (Def's Mot. 6-8; Pl.'s Second Compl. ECF No. 27, Ex. 3, 12, 13, 14.) None of the supplemental documents that Plaintiff provided to this Court indicate that Freddie Mac falsely represented that they had a claim to her 2003 mortgage. (Pl.'s Second Compl. ECF No. 27, Ex. 9.) Therefore, Plaintiff's quiet title action against Freddie Mac is dismissed without prejudice for failure to state a claim.

<sup>&</sup>lt;sup>1</sup> The Court notes that Plaintiff provided a second amended complaint after Defendant filed its initial motion to dismiss. The Court considers the exhibits attached to this second amended complaint without converting Defendant's motion into a motion for summary judgment. See Pension Ben. Guar. Corp. v. White Consol. Indus., Inc., 998 F.2d 1192, 1196 (3d Cir. 1993) ("To decide a motion to dismiss, courts generally consider only the allegations contained in the complaint, exhibits attached to the complaint and matters of public record."); In re Burlington Coat Factory Sec. Litig., 114 F.3d 1410, 1426 (3d Cir. 1997) (finding that "a document integral to or explicitly relied upon in the complaint may be considered without converting the motion [to dismiss] into one for summary judgment").

# IV. CONCLUSION

Based on the reasons set forth above,

IT IS on this 29th day of May 2014,

ORDERED that Defendant's first Motion to Dismiss is DENIED as moot; and it is further

ORDERED that Defendant's second Motion to Dismiss is GRANTED without prejudice; and it is further

ORDERED that even though it appears through Plaintiff's own exhibits and Freddie Mac's submissions that the 2002 note was discharged, and that Freddie Mac has disclaimed any interest in Plaintiff's subsequent note, given Plaintiff's pro se status, to the extent Plaintiff's claims can be cured by way of amendment, Plaintiff is granted fourteen (14) days to reinstate this matter and file an Amended Complaint.

SO ORDERED.

CLAIRE C. CECCHI, U.S.D.J.

Marilynn English *Pro Se* 97 Pease Avenue Verona, New Jersey 07044

# UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

MARILYNN ENGLISH Pro Se

Plaintiff

Civil Action No. 13-2028(CCC)

v.

FEDERAL NATIONAL MORTGAGE ASSOCIATION, FEDERAL HOME LOAN MORTGAGE CORPORATION, BANK OF AMERICA, N.A.

Defendants

PROOF OF SERVICE

THULSON

On Wednesday, June 12, 2014, Plaintiff served Defendants Fannie Mae/Bank of America through their Attorney Jeffrey Catenacci at Winston & Strawn LLP One Riverfront Plaza, 7<sup>th</sup> Floor, Newark, New Jersey 07102.

via Certified Mail Return Receipt Requested No. 7013 2630 0001 1323 8620 and Freddie Mac, through their Attorney, Vladimir Palma of Phelan Hallinan & Schmeig at 400 Fellowship Road, Suite 100, Mount Laurel, New Jersey 08054 via certified mail return receipt requested number 7013 2250 0000 2946 3275

Date: June 12, 2014

Marilynn English Pro Se